

## Mortgage Record No. 92, Madison County, Iowa

Release of annexed Mortgage Record 92

FIRST-TRUST JOINT STOCK LAND  
BANK OF CHICAGO  
To  
CHICAGO TITLE AND TRUST CO.  
et al, Trustees

#4081

Fee \$2.50 ✓

TRUST DEED (Iowa)

THIS INDENTURE WITNESSETH, That the grantor, <sup>the</sup> FIRST-TRUST JOINT STOCK LAND BANK OF CHICAGO,  
a corporation duly organized and operating under and by virtue of the Federal Farm Loan Act

Carl Bek Notary Public in and for  
Madison County, Iowa

Filed for record the 30 day of July  
A.D. 1940 at 9:52 o'clock A.M.

Pearl E. Shetterly, Recorder  
Wilma M. Wade, Deputy

Mortgage Record No. 92, Madison County, Iowa

LE FIBRE CORPORATION, CEDAR RAPIDS, IOWA 177618-A

of Congress as a joint stock land bank, with its principal place of business at Chicago, Illinois, in consideration of FORTY-SIX THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS, in hand paid, conveys and warrants to CHICAGO TITLE AND TRUST COMPANY and CHESTER R. DAVIS, trustees, of Cook County, Illinois, and to their successor in trust, the following described real estate situated in the County of MADISON and State of Iowa, to-wit:

STATE OF IOWA - MADISON COUNTY

FT-1003

Partial Release  
For Assignment of Annexed Mortgage See  
Mortgage Record 377

The North Forty-Eight and Seven Sixteenths (48 7/16) acres of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-Five (25), and the North Forty-Eight and Seven Sixteenths (48 7/16) acres of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-six (26), all in Township Seventy-five (75) North, Range Twenty-seven (27), West of the Fifth (5th) Principal Meridian, Madison County, Iowa.

LB-2331

The South 63-1/8 rods of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-five (25) and the South 63-1/8 rods of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Six (26), all in Township Seventy-Five (75) North, Range Twenty-seven (27), West of the Fifth Principal Meridian, and containing 63-1/8 acres, more or less, Madison County, Iowa.

VX-4607

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section Sixteen (16), and the following described tract of land, to-wit: Commencing at the Northeast corner of the Southeast Quarter (SE 1/4) of Section Seventeen (17), running thence West Fifteen (W 15) rods; thence South Sixteen (S 16) rods; thence East Fifteen (E 15) rods; thence North Sixteen (N 16) rods to the place of beginning, all in Township Seventy-Five (75) North, Range Twenty-seven (27), West of the 5th P.M., Madison County, Iowa.

VX-4651

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26) and the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty-Six (26), all in Township Seventy-Six (76) North, Range Twenty-Eight (28), West of the Fifth Principal Meridian, and containing 120 acres, more or less, Madison County, Iowa.

VX-4786

Lot Two (2) in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-three (23) and Lot Two (2) in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-three (23), except One-half (1/2) acre in the Southwest corner thereof, and North 32 rods in width of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-Six (26) and East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-Six (26) and North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26), except the Right-of-Way of the Chicago, Rock Island and Pacific Railroad, and all that part of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-Six (26) lying North of the Right-of-Way of the Chicago, Rock Island and Pacific Railroad, all in Township Seventy-Six (76) North, Range Twenty-Seven (27), West of the 5th P.M. containing 158 acres, more or less, Madison County, Iowa.

VX-5563

The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Thirty-three (33); the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty-Eight (28); the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Eight (28) except 8.8 acres constituting the Chicago, St. Paul and Kansas City Railway; also the following described tract of land viz; Commencing at the Northwest corner of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-Eight (28), running thence East 7.75 chains, thence, South 8.50 chains, thence West 7.75 chains, thence North 8.50 chains, to the place of beginning containing 6 1/2 acres, containing in all 197.7 acres, more or less, all in Township 74 North, Range 27, West of the 5th P.M., Madison County, Iowa.

VX-6108

South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33). Also Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-Three (33), all in Township Seventy-six (76) North, Range Twenty-Six (26), West of the Fifth (5th) Principal Meridian, containing 120 acres, more or less, Madison County, Iowa.

Subject to existing easements and roadways, if any, together with all rents, issues and profits thereof and all interests, hereditaments and appurtenances thereunto appertaining.

In trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein set forth.

WHEREAS, the grantor, the FIRST-TRUST JOINT STOCK LAND BANK OF CHICAGO, is justly indebted in the sum of FORTY-SIX THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS, evidenced by one collateral note of even date herewith in the principal sum of FORTY-SIX THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS, executed by the said First-Trust Joint Stock Land Bank of Chicago,

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LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA 177612-A

payable to the order of Chicago Title and Trust Company and Chester R. Davis, Trustees under agreement dated July 16, 1940 and delivered, said note being due on or before August 1, 1945, with interest after maturity thereof at the rate of 5 per centum per annum. Said note is payable at the office of The First National Bank of Chicago, Chicago, Illinois, or such other place as the legal holder thereof may from time to time in writing appoint.

The grantor agrees as follows: (1) to pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending time of payment; (2) to pay all taxes and assessments against said premises before the same become delinquent and, on demand, to exhibit receipts therefor; (3) to keep said premises in good condition and repair without waste and free from any mechanics' or other liens or claims of lien; and (4) to keep all buildings at any time on said premises insured against loss by fire, tornado and lightning in said grantor's insurance reserve account<sup>and</sup>/in the event of loss, to rebuild any building destroyed and repair any building damaged, to the satisfaction of the owner of the indebtedness hereby secured. In case of foreclosure, the owner of indebtedness hereby secured may insure the buildings and collect the amount of any insurance premium advanced, together with interest thereon as additional indebtedness secured hereby. In case of default therein the trustees, or either of them, or the holder of said indebtedness, may, but is not obliged to, make any payment or perform any act hereinbefore required of the grantor and may, but is not obliged to purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises and when so doing is not obliged to inquire into the validity of any tax assessment, tax sale, forfeiture or lien or title or claim thereof.

All moneys paid for any of the aforesaid purposes and all expenses paid or incurred in connection therewith, including attorney's fees and any other moneys advanced by the trustees, or either of them, or such holder to protect the lien hereof, and reasonable compensation for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby, immediately due and payable without notice, with interest at five per centum per annum.

In the event of a breach of any of the aforesaid agreements or of any of the conditions of said collateral note, the whole of said indebtedness, including principal and all earned interest shall, at the option of the trustees, or either of them, or of the legal holder thereof, without notice become immediately due and payable and with interest thereon from the time of such breach at 5 per centum per annum, shall be recoverable by foreclosure hereof, or by suit at law, or both, the same as if all of said indebtedness had been matured by express terms. All expenses and disbursements paid or incurred in behalf of complainant in connection with proceedings for the foreclosure hereof--including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or of completing abstract showing the whole title to said premises--shall be paid by the grantor, and the like expenses and disbursements occasioned by any suit or proceeding wherein the trustees, or either of them, or any holder of any part of said indebtedness, as such may be a party by reason hereof shall also be paid by the grantor; all of which expenses and disbursements shall be an additional lien upon said premises and included in any decree that may be rendered in such foreclosure proceeding. The grantor waives all right to the possession of and income from said premises pending such foreclosure proceedings, and consents that upon the filing of a bill to foreclose this trust deed, the trustees, or either of them, or some other suitable person or corporation may be appointed receiver of said premises, without notice and without complainant being required to give any bond and irrespective of the solvency of any person or the adequacy

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of the security, with the usual powers and duties of receivers, and that said receiver may continue in office during the pendency of said foreclosure and thereafter until redemption made or the issuance of deed in case of sale, and may collect rents, alter or repair said premises and put and maintain them in first-class condition and out of the income may pay expenses of receivership, insurance premiums, all taxes and assessments which are a lien or charge at any time during the receivership, cost of such alterations and repairs, and may also pay and do whatever the trustees, or either of them, are hereby authorized to pay and do. The net income, or any part thereof, may be applied from time to time on any foreclosure decree entered in such proceedings, and in case of a sale and deficiency, the deficiency, whether there be a decree therefor in personam or not, and whether any subsequent owner of the equity of redemption be liable therefor or not, shall be paid out of the net income remaining at the termination of the receivership.

As additional security the grantor hereby assigns all the rents, issues and profits arising or to arise out of said premises to the trustees, or either of them, from date of any default and authorizes them, or either of them, in their own names as assignees or otherwise, to receive, sue for, or otherwise collect such rents, issues and profits, to serve all notices which may be or become necessary to institute forcible detainer proceedings, to receive, possess, lease, and re-lease said premises, or any portion thereof, for such term or terms, and upon such conditions as they, or either of them, may deem proper, and apply the proceeds thereof, first, to the payment of the expense of operating and charges against said premises and, second, to the payment of the indebtedness hereby secured rendering the overplus, if any, to the grantor if and when the indebtedness hereby secured shall have been fully paid. In the event either of the trustees herein named refuse or fail to act then the remaining trustee has full right, power and authority to act as trustee and is vested with all the title and powers granted to said trustees under the terms hereof and in the event both of the trustees herein named resign, refuse, become incapacitated or for any reason cannot or do not act as trustees then the person who shall then be the acting recorder of deeds of said MADISON County is hereby made successor in trust with like title and powers.

The grantor herein shall have the right to obtain from the trustees, or either of them, or their successor at any time a partial release of this trust deed to or for any individual farm unit encumbered hereby that may be conveyed by the grantor herein before maturity hereof.

When all of the aforesaid agreements are performed, the trustees, or either of them, or their successor in trust, shall release said premises to the party entitled, on receiving a reasonable charge for such release.

This trust deed and all provisions hereof shall extend to and be binding upon the grantor and all persons claiming under or through the grantor.

In witness whereof the said FIRST-TRUST JOINT STOCK LAND BANK OF CHICAGO has caused these presents to be signed by its Vice President, attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 16th day of July, A.D. 1940, pursuant to authority given by resolution duly passed by the Board of Directors of said corporation.

ATTEST: (CORPORATE SEAL)  
L. J. Berry Assistant Secretary

FIRST-TRUST JOINT STOCK LAND BANK OF CHICAGO  
By C. W. Weldon Vice President *mc*

STATE OF ILLINOIS COUNTY OF COOK )SS

On this 16th day of July, A.D. 1940, before me, Dorothy Berg, a Notary Public in and for Cook County, Illinois, personally appeared C. W. Weldon and L. J. Berry, to me personally known, who being by me duly sworn did say, that they are respectively the Vice President and Assistant Secretary of said FIRST-TRUST JOINT STOCK LAND BANK OF CHICAGO and that the seal affixed to said instrument is the seal of said corporation, and that said instrument was

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signed and sealed in behalf of said corporation, by authority of its Board of Directors and said C. W. Weldon and L. J. Berry acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

(Notarial Seal)

Dorothy Berg Notary Public  
My Commission expires March 10, 1941.

The principal note mentioned in the within trust deed has been identified herewith.  
Register No. N0137491

~~CHICAGO~~

Chicago Title and Trust Company  
By Frieda Tow Assistant Secretary  
TRUSTEE

Frank S. ... 44000 ...