

Deed Record, No. 59.

Rex Spooner & wife et al) Filed for record the 26th day of February A.D.1920
 to Trust at 9.09 o'clock A.M.
 Jacob H.Bennison Trustee) Deed Nettie E.Winship, Recorder
 Fee \$ 1.10
 # 583

THIS INDENTURE WITNESSETH: That the grantors Rex Spooner and Beulah Spooner (Husband and wife) and R.E.Hammond, a bachelor of the--in the County of Madison and State of Iowa, for and in consideration of the sum of fourteen Thousand Dollars in hand paid, Convey and Warrant to Jacob H.Bennison, Trustee of the City of Kewanee County of Henry and State of Illinois the following described Real Estate to-wit:

The East One Hundred Six and Two-thirds (106 2/3) acres of the North West Quarter of Section Twenty-eight (28) in Township Seventy-six (76) North, Range Twenty nine (29) West of the Fifth (5) Principal Meridian.

situated in the County of Madison in the State of Iowa, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain possession of said premises after any default in payment, or a breach of any of the covenants or agreements herein contained, in trust, nevertheless, for the following purposes;

WHEREAS, The said Grantors herein are justly indebted upon 20 Promissory Notes bearing date February 1st, 1920, payable to the order of "Ourselves" ten years after date at the office of the Union State Savings Bank and Trust Co, Kewanee Ill; Eight for the principal sum of \$1000.00 each, twelve for the principal sum of \$500.00 each; all drawing interest at the rate of 5½ % per annum, payable annually, which said interest is evidenced by appropriate interest coupons.

The Grantors herein shall have the privilege of paying \$500.00 or any multiple thereof, on any of the above described notes on any interest paying date.

Now, if default be made in the payment of the said 20 Promissory Notes or any part thereof or the interest thereon, or in any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then in case the whole of said principal sum and interest, secured by the said 20 Promissory Notes shall thereupon, at the option of the legal holder or holder's thereof, become immediately due and payable and, on the application of the legal holder of said Promissory Notes or either of them it shall be lawful for the said grantee, or his successor in trust, to enter into and upon and take possession of the premises hereby granted, or any part thereof, and to collect and receive all rents issues and profits thereof; and, in his own name or otherwise, to file a bill or bills, in any court having jurisdiction thereof, against the said party of the first part their heirs, executors administrators and assigns, to obtain a decree for the sale and conveyance of the whole or any part of said premises for the purpose herein specified by said party of the second part, as such trustee, or as special commissioner, or otherwise, under order of court, and out of the proceeds of any such sale to first pay the costs of such suit, all costs of advertising, sale and conveyance, including the reasonable fees and commissions of said party of the second part, or person who may be appointed to execute this trust, and \$ reasonable attorney's and solicitor's fees and also all other expenses of this trust, including all moneys advanced for abstracts of title, insurance, taxes and other liens or assessments, with interest thereon at seven per cent

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per annum, then to pay the principal of said notes whether due and payable by the terms thereof or the option of the legal holder thereof, and interest due on said notes up to the time of such sale, rendering the overplus, if any, unto the said party of the first part their legal representatives or assigns, on reasonable request, and to pay any rents that may be collected after such sale and before the time of redemption expires, to the purchaser or purchasers of said premises at such sale or sales, and it shall not be the duty of the purchaser to see to the application of the purchase money.

And the Parties of the First Part ~~Do~~ covenant and agree to keep all buildings and improvements on the premises hereby conveyed, insured against fire, until said notes with interest are fully paid; for a sum not less than the insurable value in such insurance companies as the legal holder of said notes shall approve, and the policies and all premiums and all renewal certificates therefor shall be assigned and delivered to the said legal holder as additional security therefor.

When the said notes and all expenses accruing under this Trust Deed shall be fully paid, the said grantee or his successors or legal representative shall re-convey all of said premises remaining unsold to the said grantors or their heirs or assigns upon receiving his reasonable charges therefor. In case of the death, resignation or other inability to act of said grantee, then L.L. Priestman of said Henry County, is hereby appointed and made successor in trust herein, with like power and authority as is hereby vested in said grantee. It is agreed that said grantors shall pay all costs and attorney's fees incurred or paid by said grantee or the holder or holders of said notes in any suit in which either of them may be plaintiff or defendant, by reason of being a party to this Trust Deed, or a holder of said note and that the same shall be a lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

Witness The hands and seals of said grantors this 17th day of Feb, A.D. 1920

Rex Spooner (Seal)
Beulah Spooner (Seal)
R.E. Hammond (Seal)

State of Iowa County of Dallas SS: I, Geo. A. Crane a Notary Public in and for said County, in the State aforesaid. Do Hereby Certify that Rex Spooner & Beulah Spooner (Husband and Wife) and R.E. Hammond (A Bachelor) personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial seal this 21st day of February A.D. 1920.

Geo. A. Crane