

Deed Record, No. 59.

ACRES, BLACKMAR & CO. BURLINGTON—18648

✓ Rex Spooner et al)
to Trustee
Jacob H. Bennison) Deed

Filed for record the 26th day of February A.D. 1920 at
9.10 o'clock A.M.

Nettie E. Winship, Recorder
Fee \$ 1.00
584

THIS INDENTURE WITNESSETH: That the Grantors Rex Spooner and Beulah Spooner (Husband & Wife) and R.E. Hammond, a bachelor of the in the County of Madison and State Iowa for and in consideration of the of Seven Hundred 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 (5th) 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;

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WHEREAS, The said Grantors herein are justly indebted upon 10 Promissory Notes bearing date February 1st, 1920 payable to the order of "Ourselves" each for the principal sum of \$70.00; One Due February 1st, 1921 and one due each succeeding February 1st up to and including February 1st, 1930 all payable at the Union State, Savings Bank, & Trust Co. at Kewanee Ill., without interest if paid when due.

The Grantors herein have the privilege of paying all or any of the above notes on any interest paying date.

Now if default be made in the payment of the said 10 promissory notes or of any part thereof, or the interest ^{thereon} or in any part thereof, at the time and in the manner above specified for 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 such case the whole of said principal sum and interest secured by the said 10 Promissory Notes ^{shall} thereon at the option of the legal holder or holders 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 commission 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 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 the sum of not less than the insurable value in such insurance companies as the legal holder of said note 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 successor 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 defendants, by reason of being a party to this Trust Deed, or holder of said note

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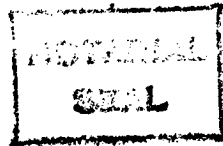
and that the same shall be lien on said premises, and may be included in any decree ordering the sale of said premises and taken out of the proceeds of any sale thereof.

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

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

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 uses and the 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
