

Madison County, Iowa

Book 74

Thos. Simpson & wife)  
to Mtg.  
O.M. Slaymaker )

Filed for record the 30 day of November A.D. 1921 at  
9.27 O'clock A.M.

Nettie E. Winship, Recorder  
Winifred Whedon, Deputy  
Fee \$1 00 #2123

THIS INDENTURE, WITNESSETH: that Thos. Simpson and Evalyn Simpson his wife of Madison County, Iowa, parties of the first part, in consideration of the sum of Two Hundred and no/100 (\$200) Dollars, do hereby sell and convey unto O.M. Slaymaker, of Osceola, Iowa, party of the second part, the following described real estate situated in Madison County, Iowa, to-wit: East Half of the Southwest Quarter of the Southeast Quarter of Section, Nineteen and the Northeast Quarter of the Northeast Quarter of Section Thirty. All in Twp Seventy four North of Range Twenty seven West of the 5th P.M. Iowa to have and to hold the same unto the second party, his heirs or assigns forever, and we warrant the title against the lawful claims of all persons whomsoever.

Nevertheless to be void upon condition that the said Thos. Simpson and Evalyn Simpson shall pay to the said O.M. Slaymaker, his heirs or assigns, the sum of One Hundred and no/100 (\$100) Dollars, on the 1st day of June, 1922, and One Hundred and no/100 (\$100) Dollars, on the 20th day of November, 1922 according to the tenor and effect of the Two promissory notes of the said Harold Simpson, Thos. Simpson and Evalyn Simpson payable to O.M. Slaymaker at his office in Osceola, Iowa, bearing even date herewith, and drawing interest at eight per cent per annum from date, then these presents to be void, otherwise to remain in full force.

And if default shall be made in the payment of said sums of money or any part thereof, principal or interest, on this or any prior mortgage when due, or if the taxes assessed on the above described real estate, shall remain unpaid for thirty days after the same are due and payable, or if second party so elects, then the whole indebtedness may at the option of the said second party, his heirs or assigns, become due, and the said second party, his heirs or assigns, ~~become due, and the said second party, his heirs or assigns,~~ may proceed by foreclosure or any other lawful mode, to make the amount of said notes, together with all interest and costs, and all taxes and assessments accrued on said real estate with eight per cent interest thereon, if paid by second party. And the plaintiff shall be entitled to the rents and profits and have immediate possession of said premises upon commencement of suit.

It is further stipulated and agreed that this indenture is junior and subject to a mortgage of \$-- to-- and that should the said first parties fail to pay the principal, interest, taxes, insurance or any of the payments secured by said mortgage when the same becomes due, the said second party, his heirs or assigns, may pay the same and have and recover the same from the said first parties with interest thereon at eight per cent per annum and this mortgage shall stand as security therefor, and second party, or his assigns may declare this mortgage, and the notes secured by it, due at any time he elects, and he can then proceed by foreclosure or any other way he desires to collect this mortgage and the notes secured by it.

And it is further agreed that in case foreclosure is commenced hereon the second party shall have and recover a reasonable attorney's fee, also the cost of an abstract of title to the premises herein described, which shall be included in the judgment in such suit.

That as auxiliary and in aid of foreclosure, the holder of the mortgage debt, may, at his option, at any time during the pendency of proceedings to foreclose this mortgage have a receiver appointed by the court having jurisdiction of such foreclosure, or in vacation by the judge of such court, to take possession of said mortgaged premises and rent the same and apply the rents under the direction of the court, to the discharge and payment of the costs of such receivership, foreclosure, mortgaged debt, and any and all other sums secured

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## Mortgage Record, No. 74,

by this instrument.

And Evalyn Simpson hereby relinquishes her right of dower and homestead in the premises herein described.

Witness Whereof, We have hereunto set our hands and seals this 29th day of November, 1921

Thos. Simpson  
Evalyn Simpson

State of Iowa, Clarke County SS: On the 29th day of November A.D. 1921, before the undersigned A.M. Miller, a Notary Public in and for said County, personally came Thos. Simpson and Evalyn Simpson to me personally known to be the identical persons whose names are subscribed to the foregoing instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal the day and year above written.

A.M. Miller  
Notary Public

NOTARIAL  
SEAL