

Susie Gibson & husband)
to
J.W. Campbell)

Mortgage

Filed for record the 13 th day of January 1923, at
4/10 o'clock, P.M.

Olive M. Garrison.

#116

Fee \$1.00 ✓

Recorder.

This Mortgage, Made the 22nd day of December 1922, by and between Susie Gibson and George D. Gibson, husband and wife of Madison County, and state of Iowa, hereinafter called the mortgagors, and J.W. Campbell hereinafter called the mortgagee.

Mortgage Record, No. 74,

WITNESSETH: That the mortgagors, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS Paid by the mortgagee, do hereby convey to the mortgagee, his heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit: Lot Seven (7) in Block Three (3) of Pitzer & Knight's Addition to Winterset, Iowa. This mortgage is given for part of the unpaid purchase price of the above described real estate, containing in all --- acres, with all appurtenances thereto belonging, and the mortgagors warrant the title against all persons whomsoever. All rights of homestead and contingent interests known as Dower, or however else are hereby conveyed. To be void upon the following conditions: First That the mortgagors shall pay to the mortgagee or his heirs, executors or assigns, the sum of Two Thousand (\$2000.00) dollars, on the 1st day of March A.D., 1925., with interest according to the tenor and effect of the one certain promissory note without coupons attached, of the said Susie Gibson and George D. Gibson, husband & wife bearing ^{even} dates with these presents; principal and interest payable at the office of Jno. A. & W.T. Guiher at Winterset, Iowa. Second that the mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to mortgagee, for the use and security of the mortgagee, in a sum not less than their insurable value, and deliver to the mortgagee the policies and renewal receipts. Third, The mortgagors shall pay when due, and before delinquent, all taxes which are or become, a lien on said premises; if mortgagors fail either to so pay such taxes, or promptly to effect such insurance, then the mortgagee may do so; and should the mortgagee become involved in litigation, either in maintaining the security created by this mortgage, or its priority, then this mortgage shall secure to the mortgagee, the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, as also for taxes or insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured, to the same extent, as if such amounts were a part of the original debt secured hereby, and with eight per cent per annum interest thereon, from the date of such payments. A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the mortgagee's option, cause the whole sums hereby secured to become due and collectible forthwith without notice or demand. And the mortgagors hereby pledge the rents, issues and profits of said real property for the payment of said principal sum, interest, attorney's fees and costs, and authorize, agree and consent that in case of any default as above mentioned, and the filing of a bill or petition for the foreclosure of this mortgage, the court in which said suit shall be instituted, or any judge thereof shall, at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, without any notice whatever, appoint a receiver to take possession of said property, and collect and receive said rents and profits and apply the same to the payment of said debt under the order of the court; and this stipulation for the appointment of a receiver shall apply and be in force whether or not said property or any part thereof is used as a homestead, and without proof of any other grounds for the appointment of receiver than the default afore-said. This stipulation is hereby made binding on said mortgagors, their heirs, administrators, executors, grantees, lessees, tenants and assigns, and in case of the renting or leasing of said premises, while this mortgage remains unsatisfied, all rent shall be paid by the tenant or lessee to the mortgagee herein, or assigns, to apply on said debt, as aforesaid, and no payment made to any one other than said mortgagee, or his assigns, shall constitute payment or discharge of said rental. And in the event a suit is lawfully commenced to foreclose this mortgage, mortgagee's reasonable attorney's fees are to be considered as a part of the costs of the suit and collected in the same manner.

in full, I hereby release and discharge the same of record, this 31st day of Dec. 1925
 Subscribed and Witnessed by Gladys R. De Vault, Recorder, By Paul Lucas, Deputy

Madison County, Iowa

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IN WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.
George D. Gibson
Susie Gibson.

STATE OF IOWA, Madison County, ss. On the 22nd day of December, A.D., 1922, before the undersigned, a Notary Public, in and for said county, came Susie Gibson and George D. Gibson husband and wife, to me personally known to be the identical persons whose names are subscribed to the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Notarial Seal the day and

**NOTARIAL
SEAL**

Year last above written.

Bernice Niblo,

Notary Public in and for Madison County, Iowa.