

Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

his interest may then appear and in case of his fail-

I.E. Holmes,
Notary Public in and for said county.

S.W. & Ida Miller) Filed for record the 24th day of September A.D. 1923, at
to (Mtg. #2248 11/35 o'clock A.M.
O.M. Slaymaker) Fee \$1.00 ✓ Olive M. Garrison, Recorder.
This Indenture, WITNESSETH, that We, S.W. Miller and Ida Miller, his wife, of Madison
County, Iowa, parties of the first part, in consideration of the sum of One Thousand
(\$1000) 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: The South East Quarter of the South East Quarter of Section Three (3);
the North East Quarter of the South East Quarter of Section Ten (10); and the South
West Quarter of Section Eleven (11), all in Township Seventy-four (74), Range Twenty-
six, Madison County, Iowa. Subject to a mortgage of \$9,000 to a loan company; and
subject to a mortgage of \$5,000 to George Cooley on the South Half of the South West
Quarter, and the North East Quarter of the South West Quarter of Section Eleven (11),
Township Seventy-four (74), Range Twenty-six (26); and subject to mortgage of \$9,000
to a loan company and a second mortgage of \$3,000 to J.W. Likens on the North West Quar-
ter of the South West Quarter of Section Eleven (11); and the North East Quarter of
the North East Quarter of Section Ten aforesaid; and also subject to a loan of \$2500
on the South East Quarter of the South East Quarter of Section Three (3) aforesaid.

The two \$9,000 mortgages to loan company are first mortgages, to have and to hold
the same unto the second party, his heirs or assigns forever, and --warrant --the title
against the lawful claims of all persons whomsoever. Nevertheless to be void upon
condition that the said S.W. Miller and Ida Miller shall pay to the said O.M. Slaymaker
his heirs or assigns, the sum of One Thousand (\$1000) Dollars, on the 19th day of Sep-
tember, 1924, one promissory notes of the said S.W. Miller and Ida Miller, payable to

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Koch Brothers, Inc., Des Moines 17335

O.M. SLAYMAKER, at his office in Osceola, Iowa, bearing even date herewith, and drawing interest at six 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, 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 mortgages stated above 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 by this instrument. And the said grantors hereby relinquish right of dower and homestead in the premises herein described.

In Witness Whereof, We have hereunto set our hands and seals this 19th day of September, 1923.

S.W. Miller.
Ida Miller.

State of Iowa, Clarke County, ss.

On the 19th day of September A.D., 1923, before the undersigned Gertrude Y. Maclean, a Notary Public in and for said County, personally came S.W. Miller and Ida Miller, his wife, 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.

Gertrude Y. Maclean.
Notary Public.

NOTARIAL
SEAL

Filed for record the 24th day of September A.D. 1923