

Mortgage Record No. 75, Madison County, Iowa

William McKibbon and  
Laura McKibbon )  
to (Mtg.  
A. W. Wilkinson and )  
O. M. Slaymaker )#2293

Filed for record the 17th day of December  
A. D., 1924 at 9:10 o'clock A.M.

Fee\$.90 ✓

Olive Garrison Crawford, Recorder.  
Paul Lucas, Deputy.

THIS INDENTURE, WITNESSETH, that William McKibbon, as Principal, and Laura McKibbon,  
his wife, as Surety, of Madison County, Iowa, parties of the first part, in considera-  
tion of the sum of Twenty-five Hundred (\$2500) DOLLARS do hereby sell and convey unto  
A. W. Wilkinson of Winterset, Iowa, and O. M. Slaymaker, of Osceola, Iowa, party of the  
second part, the following described real estate situated in Madison County, Iowa, to-wit

The North Half of the South East Quarter; and the South West Quarter  
of the North East Quarter of Section 2, in Township 74 North, Range 29  
West of the 5th, P.M. Iowa. Also the South 15.85 acres of the East Half  
of the West Fractional Half of South West Quarter of Section 6, in Town-  
ship 74 North, Range 28

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 William McKibbon and Laura  
McKibbon, his wife, shall pay to the said A. W. Wilkinson and O.M.Slaymaker, their heirs

*This Mortgage having been paid  
in full, I hereby release and dis-  
charge the same of record, this  
12th day of November 1924.  
O. M. Slaymaker  
Recorder of Madison County, Iowa*

*Witnessed by  
Blady's R. St. Laurent  
Recorder.*

# Mortgage Record No. 75, Madison County, Iowa

FOCH BROTHERS, INC., DES MOINES 17335

For Release of annexed Mortgage see  
Mortgage Record 57 Page 457

or assigns, the sum of Twelve Hundred Fifty (\$2500) Dollars, on the 18th day of November, 1925, and Twelve Hundred Fifty (\$1250) Dollars, on the 18th day of November, 1926 according to the tenor and effect of the four (4) promissory notes of \$625, each, of the said William McKibban and Laura McKibban payable to A. W. Wilkinson and 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 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 by this instrument.

And grantors hereby relinquishes right of dower and homestead in the premises herein described.

In Witness Whereof, We have hereunto set our hands and seals this 18th day of November, 1924.

Wm McKibban  
Laura McKibban

STATE OF IOWA, Clarke County, ss: On the 18th day of November, A.D., 1924, before the undersigned R. E. Killmar, a Notary Public in and for said County, personally came William McKibban and Laura McKibban, 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