

# Mortgage Record No. 75, Madison County, Iowa

KOCH BROTHERS, INC., DES MOINES, IOWA 50319

W. P. Rhyno ) Filed for record the 14th day of February A.D., 1924, at 11/20  
 to (Mtg. # 263 Fee \$.80 ✓ o'clock A.M. Olive Garrison Crawford,  
 W. J. Cornell, Trustee) Recorder.  
 This Indenture, Made the 13th day of February A.D. Nineteen Hundred and Twenty-four be-

tween W. P. Rhyno of Madison County, and State of Iowa of the first part, and W. J. Cornell,  
 as Trustee for the use and benefit of my creditors whose names and the amounts I owe  
 each are set forth in a day book held by the second part, WITNESSETH: That the said  
 party of the first part, for the consideration of Fifteen Thousand Seven Hundred and  
 Seventy Seven DOLLARS, the receipt whereof from my several creditors is hereby acknowl-  
 edged, do by these Presents Grant, Bargain, Sell and Convey unto the said party of the  
 second part, and his successors in office, forever, the following described real es-  
 tate, lying and being situated in the County of Madison and State of Iowa, to-wit:

The East 120 acres of the SW $\frac{1}{4}$  of Section 24 and the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and all that  
 part of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 25 lying West of Cedar Creek and the E $\frac{1}{2}$  of the  
 NE $\frac{1}{4}$  of Section 26, and the undivided one half of the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the  
 NE $\frac{1}{4}$  of Section 28, all in Township Seventy-six (76) North in Range Twenty-eight (28)  
 West of the 5th P.M., Iowa. This mortgage is made subject to all mortgages of Record,  
 and is made for the purpose of enabling my said Trustee, the mortgagee herein, to pay  
 all my unsecured creditors, whose names and the approximate amounts that I owe each of  
 them, are set forth in a little day book now in the hands of my said Trustee, the mort-  
 gagee herein; this mortgage is intended to secure the payment of accruing interest on  
 the several accounts. TO HAVE AND TO HOLD the premises above described, with all the  
 appurtenances thereunto belonging, unto the said second party and to his successors  
 forever. The said party of the first part hereby covenanting that the above describ-  
 ed premises are free from any incumbrances, and he will Warrant and Defend the Title  
 unto the said party of the second part and his successors against all persons whomso-  
 ever lawfully claiming the same, except the mortgages above referred to; PROVIDED  
 ALWAYS, and these presents are upon this express condition, that if the said Trustee  
 or his successors in said office shall pay or cause to be paid, to my said Creditors  
 (as shown in said Book) their executors, and administrators or assigns, the sum of  
 Fifteen Thousand Seven Hundred & Seventy-seven Dollars on the days when due, with in-  
 terest thereon according to the tenor and effect of the promissory notes and legal in-  
 terest on all accounts payable to the several parties whose names and amounts are set  
 forth in said Day Book then these presents to be void, otherwise to remain in full force.

And it is further agreed, if default shall be made in the payment of said sums of  
 money, or any part thereof, principal or interest, or if the taxes assessed on the  
 above described real estate shall remain unpaid for the space of three months after  
 the same are due and payable, then the whole indebtedness shall become due, and the  
 said party of the second part, Trustees or his successors in office may proceed by  
 foreclosure, or in any other lawful mode, to make the amount of said claims as shown  
 in said Day Book together with all interest and costs, and all taxes and assessments  
 accrued on said real estate, together with a reasonable fee for plaintiff's attorney,  
 out of the aforesaid real estate. IN TESTIMONY WHEREOF, the said party of the first  
 part has hereunto set his hand and seal the day and year first above written.

State of Iowa, Madison County, ss. W. P. Rhyno. (L.S.)  
 Be It Remembered, that on the 13th day of February A.D. 1924, before the undersigned,  
 Notary Public in and for said County, came W. P. Rhyno (unmarried) to me personally known  
 to be the identical person whose name is subscribed to the foregoing deed as grantor,  
 and acknowledged the instrument to be his voluntary act and deed, and that he  
 executed the same for the purposes herein mentioned. Witness my hand &  
 notarial seal the day and year above written. J. P. Steele,  
 Notary Public.



Partial  
 For Release of unrecorded Mortgages 908  
 Mortgage Record 57 Page 389