

Mortgage Record, No. 78, Madison County, Iowa

*This Mortgage having been paid in full, I hereby release and discharge the same of record, this 7<sup>th</sup> day of July, 1932.*

*Abner Black witness: Paul E. Shetterly Recorder.*

*Abner Black  
FOR Assignment of Annuity Mortgage see  
Mortgage Record 86 Page 255*

Sarah McKibban et al )  
to (Mortgage  
Abner Black & wife ) #966

Filed for record the 1st day of April A.D.,  
1925 at 4:20 o'clock P.M.  
Fee \$1.10 Gladys B. DeVault, Recorder.

This Mortgage, Made the 31st day of March A.D. 1925, by and between Sarah A. McKibban, widow of James McKibban, deceased, of Madison County Iowa, and the following named children and only heirs at law of the said James McKibban, deceased, Ethel Hess and husband Omer E. Hess of Redwood County, Minnesota, Lowden McKibban, single, Polk County, Iowa, Nelson J. McKibban and wife Neva McKibban, Lee V. McKibban, Single, Lucile I. McKibban, single, all of Madison County, Iowa, and Sarah A. McKibban, the duly and legally appointed, qualified and acting guardian of Marjorie K. McKibban, minor of Madison County, Iowa, hereinafter called the mortgagors and Abner Black and wife Eliza Black, hereinafter called the mortgagees.

WITNESSETH: That the Mortgagors, in consideration of the sum of Five Thousand Five Hundred and no/100 (\$5500.00) DOLLARS paid by the mortgagee, do hereby convey to the mortgagee, their heirs and assigns, forever, the following tracts of land in the County of Madison, State of Iowa, to-wit:

The South West Quarter of the North West Quarter; and the North West Quarter of the South West Quarter of Section Thirty Five (35) and Thirty Three (33) acres lying and being on the East Side of the South East Quarter of the North East Quarter; and the North East Quarter of the South East Quarter of Section Thirty Four (34) all in Township Seventy Five (75) North, Range Twenty Eight (28) West of the 5th P.M. Iowa.

Said real estate belonging to the estate of James McKibban, deceased. containing in all 113 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 their heirs or assigns, shall pay to the mortgagee, Abner Black and Eliza Black or assigns, the sum of Five Thousand Five Hundred & no/100 (\$5500.00) Dollars, on April 1st, A.D. 1930, with interest thereon according to the tenor and effect of the One certain promissory note of the said mortgagors dated April 1st, A.D. 1925, and all such other sums of money as may at any time be owing to the said mortgagee, according to the terms of such indebtedness, or of the conditions of this mortgage, all payable at the office of SECURITY LOAN AND TITLE COMPANY, at Winterset, Iowa.

Second: That the mortgagors shall keep the buildings on said premises insured in some responsible company or companies, satisfactory to mortgagee, for the use and benefit of the mortgagee, in a sum not less than two-thirds of their actual value, and deliver the policies or renewal receipts to the mortgagee.

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FIDLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

Third. That the mortgagors shall pay when due, all prior liens on said premises; if any, and shall promptly pay all interest thereon, and strictly comply with all conditions or agreements touching such prior liens, and all taxes which are or may become a lien on said premises, before delinquent; if mortgagors fail or neglect to so pay such prior liens or interest thereon or taxes, or promptly effect such insurance, then the mortgagee may do so, and is authorized hereby to at any time pay off or take assignment of any prior liens, or pay the interest thereon, and any and all sums of money so paid shall be recovered with eight per cent interest per annum thereon from the date of such payments, and shall be secured hereby; and should the mortgagee become involved in litigation, in maintaining the security created by this mortgage, or its priority, or validity, or any rights or interests hereunder, then this mortgage, shall secure the repayment and recovery of all money, costs, expenses or advancements hereunder or made necessary thereby, including reasonable attorney's fees, incident thereto; and any and all such sums so paid out shall constitute a part of the debt hereby secured, to the same extent as if such sums were a part of the original debt secured hereby, and with interest at eight per cent per annum thereon, from the date of any such payments.

And it is further expressly agreed that 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 any and all interest when due, shall at the mortgagee's option, cause the whole and all sums hereby secured, to become due and collectible forthwith without notice or demand, and mortgagee or assigns shall have from the date of such default made, as additional security for the sums of money secured by this mortgage, a lien upon all crops thereafter raised, grown, or then maturing on said real estate and all rents and profits thereafter accruing thereon, and the mortgagee shall be, and hereby is, authorized to take immediate possession of all of said property, and to rent the same, and shall be held liable to the mortgagors only for the net profits thereof, and such possession for such purposes shall continue to the end of the year of redemption. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise. As auxiliary to and in aid of foreclosure, the holder of this mortgage may at his option at any time during the pendency of the foreclosure proceedings have a receiver appointed by the court having jurisdiction of such foreclosure or in vacation by the judge of said court, to take possession of said mortgaged premises and rent the same and apply the proceeds under the direction of the court to the discharge and payment of the costs of such receivership, foreclosure, and mortgage debt.

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 WITNESS WHEREOF, signed by the mortgagors, the day and year first herein written.

R. A. Werner Witness:  
E. E. Fering

Ethel Hess  
Omer E. Hess  
Lucile I. McKibban  
Lowden McKibban  
Sarah A. McKibban  
Lee V. McKibban  
Sarah A. McKibban Guardian  
of Marjorie K. McKibban, Minor  
Nelson J. McKibban  
Neva McKibban

STATE OF IOWA, Polk County, ss: On this 30 day of March A.D. 1925 before me, the undersigned, Deputy Auditor within and for said county, personally appeared Lucile I. McKibban and Lowden McKibban to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

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Witness my hand and Official Seal, the day and year last above written.

(Seal of the County of ) C. G. Hoock  
( Polk, Iowa ) Deputy Auditor in and for Polk County, Iowa.

State of Minnesota, Redwood County, ss: On this 25th day of March A.D. 1925, before me the undersigned, a Notary Public, within and for said County, personally appeared Ethel Hess and her husband Omer E. Hess to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed. Witness my hand and Official Seal the day and year last above written.

R. A. Werner  
Notary Public in and for Redwood County, Minnesota.  
R. A. Werner,  
Notary Public, Redwood County, Minn.  
My Commission Expires July 15, 1931.



State of Iowa, Madison County, ss: On this 31st day of March A.D. 1925, before me the undersigned, a Notary Public, within and for said County personally appeared Sarah A. McKibban, widow, Nelson J. McKibban and wife Neva McKibban, Lee V. McKibban, single, and Sarah A. McKibban, guardian of Marjorie K. McKibban, minor to me known to be the identical persons named in and who executed the foregoing mortgage as makers thereof and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

Phil R. Wilkinson  
Notary Public in and for Madison County, Iowa.



day of