

JOHN BROTHERS, INC., DES MOINES 20226

FROM

R. L. Raybourn and R. L. Raybourn,
Guardian

TO

Claude Jones

Filed for Record the 15 day of April

A. D. 1932, at 1:00 o'clock P. M.

#877 Mildred E. Knott Recorder

By Valda C. Bishop Deputy

Fee \$.80

This Mortgage Made the 13th day of April 1932, by and

between R. L. Raybourn, widower, and R. L. Raybourn as Guardian of Wilma Mae Raybourn,
of Smith County, and State of Kansas hereinafter called the mortgagor, and
Claude Jones, of Madison County, Iowa,
hereinafter called the mortgagee,

WITNESSETH: That the mortgagor, in consideration of the sum of
One Thousand Twenty-nine and no/100 (\$ 1,029.00) DOLLARS,
paid by the mortgagee, do hereby convey to the mortgagee, heirs, executors, administrators and assigns,
forever, the following tracts of land in the county of Madison, State of Iowa, to-wit:

The Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), except commencing at the Southeast corner thereof and running thence North 28 feet, thence in a Southwesterly direction to a point on the South line of said 40-acre tract 28 feet West of the place of beginning, thence East 28 feet to the place of beginning; also the South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$), and the Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); all in Section Four (4), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M.,

containing in all 70 acres, with all appurtenances thereto belonging, and the mortgagor warrants the title against all persons whomsoever.

All rights of homestead and contingent interests known as Dower, are hereby conveyed. To be void upon the following conditions:

First. That the mortgagor shall pay to the mortgagee heirs, executors, administrators or assigns, the sum of One Thousand Twenty-nine and no/100 (\$ 1,029.00) Dollars, on the 13th day of April, A. D. 1937, with interest according to the tenor and effect of the one certain promissory note of the said R. L. Raybourn, bearing even date herewith; principal and interest payable at the office of Truro, Winterset, Iowa.

Second. That the mortgagor 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 two-thirds their value, and deliver to the mortgagee the policies and renewal receipts.

Third. The mortgagor shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises; if mortgagor fail either to 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 be 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.

Fourth. 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 sum hereby secured to become due and collectible forthwith without notice or demand, and mortgagee shall be, and is hereby, authorized to take immediate possession of all of said property, and to rent the same and shall be held liable to account to mortgagor 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, and a receiver may be appointed to carry out the provisions hereof.

Fifth. And in the event a suit is lawfully commenced to foreclose this mortgage, reasonable attorney's fees for mortgagee's attorney are to be considered as a part of the costs of the suit and collected in the same manner.
Signed the day and year first herein written.

R. L. Raybourn

Gaylord, Kansas

R. L. Raybourn, Guardian of
Wilma Mae Raybourn.

A. D. 1932, before me,

STATE OF IOWA, } ss.
MADISON COUNTY, }

On this 13th day of April
the undersigned, a Notary Public, within and for said County, personally appeared
R. L. Raybourn, and R. L. Raybourn as Guardian of Wilma Mae Raybourn,
to me known to be the identical person named in and who executed the foregoing mortgage as maker thereof, and
acknowledged the execution of the same to be his voluntary act and deed

NOTARIAL
SEAL

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

L. P. Jackson
Notary Public in and for Madison County, Iowa

This Mortgage having been
paid in full, I hereby release and
discharge the same of record, this
28 day of Aug. 1932

Witnessed by: Pearl E. Shetler, Recorder

For Assignment of Annotated Mortgage see

Mortgage Record 83 Page 632

T. C. Helberg