Release or Satisfaction of Mortgage Record, No. 111, MADISON County, Iowa

R-268-C KLIPTO, MASON CITY IOWA

RELEASE OR SATISFACTION OF MORTGAGE

FROM

Earlham Savings Bank

TO

Ralph D. Sloan & wife

Filed for Record this 7 day of August

A. D. 19 65, at 11:10 o'clock A M

#2603 Mary E. Welty, Recorder

Shirley G. Henry, Deputy

Fees, $ 1.50 Paid.

KNOW ALL MEN BY THESE PRESENTS:

That, Earlham Savings Bank, of Madison County, State of Iowa do hereby acknowledge that a certain mortgage, bearing date the 24th day of April, A. D., 19 63, made and executed by Ralph D. Sloan and Velma Sloan, Husband and Wife

to said Earlham Savings Bank

Real Estate

and recorded in the office of the Recorder of the County of Madison, State of Iowa, in Book 109 of Real Estate Mortgages, page 323 is redeemed, paid off, satisfied, and discharged in full.

Chattel

encumbering personal property classified as ..... and filed in the office of the Recorder of the County of ....., State of Iowa, on the ..... day of ....., 19....., as document or file No. ..... is redeemed, paid off, satisfied and discharged in full.

Signed the 7th day of August, 19 65.

(CORPORATE SEAL)

EARLHAM SAVINGS BANK
By Ralph B. Hunter Pres.
Ralph B. Hunter
By Fletcher F. Jennings Asst. Cashier
Fletcher F. Jennings

CERTIFICATE OF ACKNOWLEDGMENT—Individual

STATE OF IOWA, County of ..... ss.

On this ..... day of ..... A. D. 19....., before me .....

a Notary Public in and for the County of ....., State of Iowa, personally appeared .....

to me known to be the identical person.... named in and who executed the foregoing instrument, and ackowledged that.....executed the same as..... voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Notary Public in and for ..... County, State of Iowa.

CERTIFICATE OF ACKNOWLEDGMENT—Corporation

STATE OF IOWA, County of Madison ss.

On this 7th day of August A. D. 1965 before me Hazel M. Ross

a Notary Public in and for the County of Madison, State of Iowa, personally appeared Ralph B. Hunter, President, and Fletcher F. Jennings Asst Cashier, of Earlham Savings Bank, the Corporation which executed the above and foregoing instrument, who being to me known as the identical persons who signed the foregoing instrument, and by me duly sworn, each for himself, did say that they are respectively the President and Asst. Cashier of said Corporation; that (the seal affixed to said instrument is the seal of said Corporation)— and that said instrument was by them signned and sealed on behalf of the said Corporation by authority of its Board of Directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Hazel M. Ross

NOTARIAL SEAL

Notary Public in and for Madison County, State of Iowa.

Hazel M. Ross

and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in sub-section (g) above shall be 10% per annum or the highest lawful rate permitted by contact under applicable law, whichever is lesser.

SECOND: That if the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Mortgaged Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable):

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses: ---

Max Kilpatrick (Seal)
Max Kilpatrick

Catherine Clark Kilpatrick (Seal)
Catherine Clark Kilpatrick

(Seal)

(Seal)

STATE OF IOWA } ss.
COUNTY OF MADISON }

I, Harry F. Anderson, a Notary Public in and for said County and State, do hereby certify that on this 23d day of June, 1965, personally appeared before me the within named Max Kilpatrick and Catherine Clark Kilpatrick, husband and wife, to me known to be the individual(s) described in and who executed and whose name(s) is (are) subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.

NOTARIAL SEAL

Harry F. Anderson
Harry F. Anderson
Notary Public
Madison Co. Iowa

My commission expires July 4, 1966.

N. B. If executed by corporation, corporate form of acknowledgment must be attached.