

Madison County, Iowa

Book 74

SEAL

Iowa.

T.M.O'Leary)
to Mtg.
Fred W.Reinig)

Filed for record the 26 day of September A.D.1921 at 10.08
A.M.

Nettie E.Winship, Recorder
Winifred Whedon, Deputy
Fee \$.90 # 1739

THIS INDENTURE, Made the First day of August A.D.nineteen hundred Twenty one between T.M.O'Leary and wife Delia J.O'Leary of Madison County, and State of Iowa of the first part, and Fred W.Reinig of Union County, and State of Iowa of the second part, WITNESSETH: That the said parties of the first part, for the consideration of Five Thousand & no/100 Dollars the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part his heirs and assigns, forever, the following described Real Estate, lying and being situated in the County of Madison and State of Iowa, to-wit;

The East half of the Southeast quarter and the East half of the Northeast quarter of Section twenty-four (24) in Township Seventy-four (74) North of Range Twenty-eight (28) and the West half of the South-west quarter of Section nineteen (19) and the West half of the Northwest quarter of Section thirty (30) and the Northwest Quarter of the Southwest quarter of Section thirty (30) in Township seventy-four (74) North of Range twenty-seven (27) West of the 5th P.M.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any incumbrance, and will Warrant and Defend the title unto the said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said T.M. O'Leary and wife Delia J.O'Leary their heirs, executors or administrators, shall pay or cause to be paid to the said Fred W.Reinig his executors and administrators, or assigns, the sum of Five Thousand & no/100 Dollars, on the 1st day of January 1921 with interest thereon at eight per cent according to the tenor and effect of the Coupon Promissory Note of the said T.M.O'leary and wife Delia J.O'Leary payable to Fred W.Reinig bearing date August 1st, 1921 then these presents to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That said Mortgagor shall, while any part of his debt remains unpaid, neither permit or commit any waste on said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$-payable in case of loss to the holder of this Mortgage as his interest may appear.

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 one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$--, payable in case of loss to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part his heirs or assigns, may proceed by foreclosure or in any other lawful mode, to make the amount of said note, together

Mortgage Record 74 Page 354

Mortgage Record, No. 74,

with all interest and costs, and all taxes and assessments accrued on said Real Estate, together with a reasonable fee for the plaintiff's attorney, out of the aforesaid Real Estate.

And it is Also Agreed, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due with interest thereon at 8 per cent until repaid.

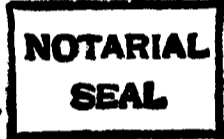
And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom for payment of Mortgaged debt including attorney's fee and receiver's costs and expenses, and may discharge the usual duties of receiver.

And Delia J. O'Leary wife of the said T.M. O'Leary hereby relinquishes her right of dower in the Real Estate herein mentioned, subject to the above reservations and conditions.

IN TESTIMONY WHEREOF, The said parties of the first part, have hereunto set their hand and seal- the day and year first above written.

T.M. O'Leary (LS)
Delia Jane O'Leary (LS)

State of Iowa, Union County SS: On this 12th day of August, A.D., 1921, before me Jay C. Day a Notary Public in and for said County, personally appeared T.M. O'Leary and wife Delia J. O'Leary to me known to be the identical persons named in and who executed the foregoing instrument and whose names are affixed thereto as Mortgagor and acknowledged that they executed the same as their voluntary act and deed.



Made under my hand and seal of office the day and year last above written.

Jay C. Day
Notary Public in and for said County.