

Mortgage Record, No. 78, Madison County, Iowa

Notary Public in and for Union County, Iowa.



Charles Dooley Widower)	Filed for record the 11th day of April
to) (Mortgage	A.D. 1925 at 3:20 o'clock P.M.
Bessie Callison Admx)	Gladys B. DeVault, Recorder.
#1072	Paul Lucas Deputy.
Fee \$.90 ✓	

Know All Men by These Presents: That Charles Dooley, widower, of Warren County and State of Iowa, in consideration of the sum of Six thousand DOLLARS, in hand paid by Bessie Callison, Admx, J. G. Callison Estate. of Warren County, and State of Iowa, do hereby SELL AND CONVEY unto the said Bessie Callison, Admx. J. G. Callison Estate, the following described premises situated in the County of Madison and State of Iowa, to-wit: South-east Quarter (SE $\frac{1}{4}$) of the North West Quarter (NW $\frac{1}{4}$) except One and one half acres (1 $\frac{1}{2}$ a) South side SW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$. and the West half (W $\frac{1}{2}$) of the South west quarter, (SW $\frac{1}{4}$) Section Fifteen (15) Township Seventy seven (77) North Range Twenty six (26) West 5th P.M. Iowa.

And I hereby covenant with the said Bessie Callison Admx. that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said hereby relinquish..... right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Charles Dooley heirs, executors or administrators shall pay or cause to be paid to the said Bessie Callison Admx. executors and administrators or assigns, the sum of Six Thousand Dollars, on the 1 day of April 1930.

.....Dollars, on the.....day of....19.....Dollars, on the.....day of....19....
Dollars, on the.....day of....19.....Dollars, on the.....day of....19....
Dollars, on the.....day of....19.....Dollars, on the.....day of....19....
Dollars, on the.....day of....19.....Dollars, on the.....day of....19....
Dollars, on the.....day of....19.....Dollars, on the.....day of....19....

with interest thereon according the tenor and effect of the one promissory note of the said Charles Dooley, payable to Bessie Callison Admx, bearing this date then these

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

presents to be void, otherwise to remain in full force.

It is hereby agreed that said Charles Dooley shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

That so long as this mortgage shall remain unpaid the said Charles Dooley shall keep the buildings thereon insured in some responsible company or companies which shall be satisfactory to the holder of this mortgage for the use and security of said mortgagee in the sum of not less than \$....., and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said..... fails to effect such insurance in manner as agreed, then said mortgagee may effect such insurance, and the amount paid for such purposes by the mortgagee shall be recovered from..... with eight per cent per annum interest thereon and shall be a lien upon the foregoing premises, under and by virtue of this mortgage.

And it is further expressly agreed, that in the event of a failure to pay said sums of money, or any part thereof or the interest thereon when due and payable, said second party, its successors 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 on all crops thereafter raised on said Real Estate and all rents and profits thereafter accruing thereon, and shall be, and hereby is authorized to take immediate possession of said property, and to rent the same, and shall be held liable to account to said first party only for the net profits thereof. It is also agreed that the taking possession thereof as above provided shall in no manner prevent or retard the collection of said sums by foreclosure or otherwise.

It is further agreed that in the event action is brought to foreclose this mortgage, the court shall have the right and power to appoint a receiver to take possession of said premises and apply the rents and profits therefrom upon said indebtedness.

That if the said Charles Dooley allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in 30 days thereafter; and the mortgagee ___ heirs, or assigns, may proceed to at once foreclose this mortgage; and in case it becomes necessary to commence proceedings to foreclose the same, then the said Charles Dooley in addition to the amount of said debt, interest and costs, agree to pay to the mortgagee herein named, or to any assignee of the mortgagee herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case.

Signed this 30 day of March 1925.

Charles Dooley

STATE OF IOWA, Warren County, ss: On this 30 day of March A.D., 1925, before me personally appeared Charles Dooley, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

R. E. Beery
Notary Public in and for said County.

