

Mortgage Record, No. 78, Madison County, Iowa

George J. Dooley & wife)
to (Mortgage
Charles Dooley)
#1146

Filed for record the 21st day of April
A.D. 1925 at 1:50 o'clock P.M.
Gladys B. DeVault, Recorder
Paul Lucas, Deputy.

Fee \$1.00/

Know All Men by These Presents: That George J. Dooley and Goldie M. Dooley, his wife of Madison County, and State of Iowa in consideration of the sum of Fifteen thousand DOLLARS, in hand paid by Charles Dooley. of Warren County, and State of Iowa, do hereby SELL AND CONVEY unto the said Charles Dooley the following described premises situated in the County of Madison and State of Iowa, to-wit;

The East half of the Northwest quarter Section Twenty two, (22) East half of the Southwest quarter and the South six (6) rods of the West Forty, (40) rods of the Southeast quarter of the Northwest quarter of section Fifteen, (15) all in Township Seventy seven (77) North, Range Twenty six (26) West 5th P.M. Iowa.

This mortgage is subject to mortgage given to the Bankers Life Co of Des Moines, Iowa, and is given as security, amount of mortgage to Bankers life, \$9000.00

And I hereby covenant with the said Chares Dooley 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 Goldie M. Dooley hereby relinquish her right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said George J. Dooley heirs, executors or administrators shall pay or cause to be paid to the said Charles Dooley executors and administrators or assigns, the sum of Fifteen Thousand, Dollars, on the 1 day of April 19 1930

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with interest thereon according to the tenor and effect of the promissory note of the said George J. Dooley payable to Charles Dooley bearing date..... then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said George J. 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 George J. 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

*This Mortgage having been paid in full, I hereby release and discharge the same of record, this 3rd day of May 1926
Charles Dooley
Witnessed by Gladys B. DeVault Recorder.*

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

renewal receipts therefor to said mortgagee, and if the said.....fails to in manner as agreed, then said mortgagee may effect such insurance, effect such insurance, and the amount paid for such purposes by the mortgagee shall be and recovered from with eight per cent per annum interest thereon, 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 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 George J. 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 George J. 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 16 day of April 1925.

George J. Dooley
Goldie M. Dooley

STATE OF IOWA, Warren County, ss: On this 16 day of April A.D., 1925, before me personally appeared George J. Dooley and Goldie M. Dooley, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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



S. T. & D. P. Delaney Filed for record the 22nd day of April.