

Mortgage Record, No. 78, Madison County, Iowa

... was signed and sealed in behalf of said Corporation by authority of

Ella M. Cook & Husband)
to (Mortgage
A. J. Hadley) #1932

Filed for record the 10th day of February
A.D. 1925 at 9:10 o'clock A.M.
Fee \$.70 Gladys B. DeVault, Recorder.

Know all Men by these Presents, That we Ella M. Cook and W. A. Cook her husband, of Dallas County, and State of Iowa in consideration of the sum of Three_Hundred and fifty \$350.00 and no/100 DOLLARS, in hand paid by A. J. Hadley of Madison County, and State of Iowa do hereby SELL AND CONVEY unto the said A. J. Hadley the following described premises situated in the County of Madison and State of Iowa to-wit:

our undevided five and one half share or int_rest in and to the following described lot to wit: Lot five (5) Block Five (5) of the Original Town of Earlham, Madison County, Iowa.

And we hereby covenant with the said A. J. Hadley that we hold said premises by title in fee simple; that they ha_e good right and lawful authority to sell and convey the same; that they are free and clear of all liens and encumbrances whatsoever; and we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said W. A. Cook hereby relinquish_ his right of dower in and to the above described premises.

PROVIDED, always, and these presents are upon this express condition, that if the said Ella M. Cook and W. A. Cook their heirs, executors or administrators shall pay or cause to be paid to the said A. J. Hadley, his executors and administrators or assigns, the sum of Thre_ hundred_Fifty Dollars,, on the 28 day of February 1926.

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with interest thereon _Seven per cent according to the tenor and effect of the one promissory note of the said Ella M. Cook and W. A. Cook payable to A. J. Hadley bearing 7 per cent_from date 2/28/25 then these presents to be void, otherwise to remain in full force.

And it is hereby agreed, that if the said Ella M. Cook and W. A. Cook allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they 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 and thereafter; the mortgagee or 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 Ella M. Cook and W. A. Cook agrees 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 28th day of February, 1925 1925.

Ella M. Cook
W. A. Cook

STATE OF IOWA, Madison County, ss: On this 28th day of February, 1925 A.D. 190 before me James W. Rhode a Notary Public within and for said County personally came Ella M. Cook and W. A. Cook, her husband personally to me known to be the identical person_

whose name are affixed to the above instrument as grantors, and severally acknowledged

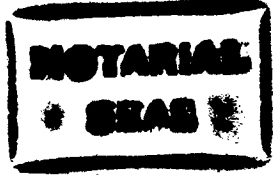
For Release of annexed Mortgage see
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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

the same to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and official seal on the date last above written.



James W. Rhode
Notary Public in and
for Madison County, Iowa.
