

Mortgage Record, No. 78, Madison County, Iowa

WITNESS my hand and official seal, the day and year last above written.

H. Lee Huston
Notary Public.

**NOTARIAL
SEAL**

Gertrual Callison Goltry)	Filed for record the 15th day of December A.D.,
& Chas. C. Goltry)	1925 at 10:10 o'clock A.M.
to (Mortgage	Gladys B. DeVault, Recorder.
Bessie Callison) #2680 Fee \$1.10	Paul Lucas, Deputy.

Know All Men By These Presents: THAT Gertrual Callison Goltry, of Madison County, and STATE of IOWA, in consideration of the sum of Twenty eight Hundred Dollars in hand paid by Bessie Callison of Warren County, Iowa, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said Bessie Callison of Warren County, Iowa, the following described premises situated in the County of Warren & Madison and state of Iowa to-wit: My undivid Two ninths interest in the following described property.

The South West Quarter (SW $\frac{1}{4}$) West of Rail Road, Section Eight, (8) Township Seventy seven (77) North of Range 25 West 5th P.M. Iowa. And the North half (N $\frac{1}{2}$) of the South east Quarter (SE $\frac{1}{4}$) and the South east quarter (SE $\frac{1}{4}$) of the South east Quarter, (SE $\frac{1}{4}$) Section thirteen (13) Township seventy seven (77) North of Range Twenty six (26) West 5th P.M. Iowa.

And I hereby covenant with said Bessie Callison that I hold said premises by title in fee simple; that I have good right and lawful authority to sell and convey the same, and that they are free and clear of all liens and incumbrances whatsoever.

And I covenant to WARRANT and DEFEND the said premises against the lawful claims of all persons whomsoever and the said Chas C. Golrty, hereby relinquishes his right of dower in and to the above premises: PROVIDED always, and these presents are upon

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FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

this express condition. That if the said Gertryal Callison Goltry, heirs, executors or administrators shall pay or cause to be paid to the said Bessie Callison, of Warren County Iowa, their executors, administrators or assigns, the sum of Twenty eight hundred Dollars on the 10th day of December, 1926 according to the tenor of the promissory note of said Gertryal Callison Goltry and also all other debts and obligations now or hereafter made or incurred by the said Gertryal Callison Goltry, due or to become due the said Bessie Callison not to exceed the sum of \$7000.00 and interest as provided in the various note or notes which may be given by the said Gertryal Callison Goltry, to Bessie Callison and 8 ----- interest payable on any indebtedness which may be owing by the said Gertryal Callison Goltry to the said Bessie Callison not to exceed the sum of \$7000, not evidenced by notes and interest thereon. The intention of this mortgage is to secure the said Bessie Callison for any indebtedness now or hereafter made or incurred by the said Gertryal Callison Goltry due or to become due the said Bessie Callison not to exceed the sum of \$7000.00 and interest thereon which is evidenced by notes or otherwise. And if the said Gertryal Callison Goltry shall keep all the agreements of this mortgage, then and in that case these presents to be void; otherwise to remain in full force.

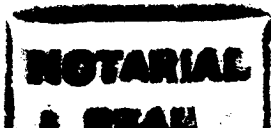
AND IT IS HEREBY AGREED that if the said Gertryal Callison Goltry allows the taxes to become delinquent upon said property, or permits the same or any part thereof to be sold for taxes, or if she fails to pay the interest on said note or notes promptly as the same becomes due, the note or notes secured hereby shall become due and payable in 30 days thereafter, or within 30 days after any note becomes due and is unpaid, or any other obligation which remains unpaid for 30 days, and the mortgagee, their heirs or assigns may proceed to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose this mortgage, then the said Bessie Callison in addition to the amount of said indebtedness, interest and cost, agrees to pay the mortgagee herein named or to pay the assignee of this mortgage a reasonable attorney's fee as provided by law for collecting the same, which fee shall be included in judgment in such foreclosure case.

IT IS ALSO FURTHER AGREED that in case of default in any of the aforesaid agreements so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage. A receiver of the mortgaged property shall be appointed at any time after any such default, either independently or in connection with foreclosure of this mortgage, and if in connection with such foreclosure such receiver may be appointed at the commencement of the suit or during its pendency or after decree and sale if the property does not sell for enough to satisfy the debt, interest and costs; and such receiver shall account only for the net profits derived from said property. Signed and delivered this 10 day of December 1925.

Gertryal Callison Goltry
Chas C. Goltry

STATE OF IOWA, WARREN COUNTY, SS: On this 10 day of December before me R.E. Beery a Notary Public, within and for said County, personally appeared Gertryal Callison Goltry and Chas C. Goltry personally to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged that they executed the same, as their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal at Cumming Iowa on the date last above written.



Notary Public Warren County, Iowa.

R.E. Beery