

Mortgage Record, No. 78, Madison County, Iowa

FIDLAR & CHAMBERS CO., DAVENPORT, IOWA

C. C. Doak Minnie Doak) Filed for record the 21st day of March  
to (Mortgage A.D. 1925 at 10:48 o'clock A.M.  
Clarence Dunn ) #848 Fee\$.90 Gladys B. DeVault, Recorder.

Know all Men by These Presents: That We, C. C. Doak and Minnie Doak (Husband and wife) of Madison County, and State of Iowa in consideration of the sum of Six Thousand (\$6,000.00) DOLLARS, in hand paid by Clarence Dunn of Dallas County, and State of Iowa do hereby SELL AND CONVEY unto the said Clarence Dunn the following described premises, situated in the County of Madison and State of Iowa to-wit:

The South One-half of the North-east Quarter and the North-west Quarter of the North-east Quarter of Section Sixteen (16), in Township Seventy-seven (77) North, Range Twenty-seven (27), West of the Fifth Principal Meridian, Madison County, Iowa.

Subject to a first mortgage of Seven Thousand (\$7,000.00) dated February 25th, 1918, and maturing March 1st, 1928, with interest at the rate of 5% per annum from March 1, 1925.

And We hereby covenant with the said Clarence Dunn that We hold said premises by title in fee simple; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever; and we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever; and the said C. C. Doak and Minnie Doak hereby relinquish their right of dower in and to the above described premises:

PROVIDED, always, and these presents are upon this express condition, that if the said C. C. Doak and Minnie Doak (Husband and wife) heirs, executors or administrators shall pay or cause to be paid to the said Clarence Dunn executors and administrators or assigns the sum of Six Thousand # (\$6,000.00) Dollars on the First day of March, 1928.

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.....Dollars on the.....day of...190.....Dollars on the.....day of..190...

shall pay or cause to be paid to the said Clarence Dunn with interest thereon @ 6% per annum from March 1, 1925, according to the tenor and effect of the Three promissory notes of the said C. C. Doak and Minnie Doak payable to Clarence Dunn bearing even date herewith, then these presents to be void, otherwise to remain in full force.

And it is hereby agreed that the said C. C. Doak and Minnie Doak shall keep the buildings on said property insured in a good and reliable company, to be selected by said mortgagee, in the sum of Three Thousand # (\$3,000.00) DOLLARS,

The said first party further agrees that the said second party, at any time during the existence of this indebtedness, or any part thereof, and until the same is fully paid, shall have full power, and is hereby authorized, as attorney in fact of said party, to pay all liens of any kind, either prior or subsequent, that may in any

*New Mutual State Bank*  
*For Assignment of annexed Mortgage see*  
Mortgage Record 73 Page 313

*For Release of annexed Mortgage see*  
Mortgage Record 82 Page 130

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manner affect the title to the land herein conveyed, and for the repayment of all moneys so paid, with interest thereon from the date of such payment, at the rate of Six per cent per annum, payable semi-annually, this indenture shall be security, in like manner and with like affect, as for the payment of said notes.

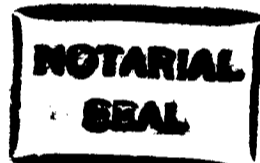
And it is hereby further agreed that if the said C. C. Doak and Minnie Doak allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said notes promptly as the same becomes due, the notes secured hereby shall become due and payable in Thirty days thereafter; and the mortgagee, his 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 C. C. Doak and Minnie Doak in addition to the amount of said debt, interest and costs, agree to pay 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 and delivered this Second day of March, 1925.

C. C. Doak  
Minnie Doak

STATE OF IOWA, Dallas County, ss: On this Second day of March A.D. 1925, before me personally appeared C. C. Doak and Minnie Doak (Husband and wife) to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

A. M. Compton  
Notary Public in and for Dallas County, Iowa.



Filed for record the 23rd day of March A.D.,  
1925 at 2:35 o'clock P.M.