W. T. Davis & wife
to
G. C. Cooley

#2227

Fee $1.00

Filed for record the 24 day of September A. D. 1930 at 11:20 o'clock A. M.

Mildred E. Knott, Recorder.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That W. T. Davis and Alice Davis, Husband & wife, of Madison County, and State of Iowa, in consideration of the sum of Four Hundred eighty for and 61/100 DOLLARS in hand paid by G. C. Cooley of Madison County, and State of Iowa, do hereby SELL AND CONVEY

This Mortgage having been paid in full, I hereby release and discharge the same of record, this 12 day of Dec 1932
G. C. Cooley Witnessed by Mildred E. Knott Recorder

unto the said G.C. Cooley the following described premises situated in the County of Madison and State of Iowa to-wit:

The south east quarter (1/4) of South west quarter (1/4) Section Thirty four (34) Township Seventy-five (75) North of rang_ Twenty-six (26) and all corn now growing on said land. this is Subject to Eighteen Hundred dollar first Mortgage.

And we hereby covenant with the said G. C. Cooley 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 encumbrances whatsoever; and we covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever; and the said Alice Davis 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............... ..heirs, executors or administrators shall pay or cause to be paid to the said G. C. Cooley, executors and administrators or assigns, the sum of $484.61 Four hundred $84.61 Dollars, on the 16 day of Sept. 1931 with interest thereon according to the tenor and effect of the........promissory note of the said.......................... payable to..................bearing...........date................then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said.........................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...................... 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 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.......................allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if..... fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in.........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.................. 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 17 day of September 1930.

W. T. Davis

Alice Davis.

STATE OF IOWA, Madison County, ss.

On this 17th day of Sept. A. D., 1930, before me M. S. Creger a Notary Public personally appeared W. T. Davis & Alice Davis, husband & wife to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged ~~that they ex~~ecuted the same as their voluntary act and deed.

NOTARIAL SEAL

M. S. Creger

Notary Public in and for said County.