

Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRTO. CO., DES MOINES 7116

Louis Kelleher
To
Mary E. Cunningham

3420
Fee \$.60

Filed for record the 20 day of
August A.D.1936 at 2;10 o'clock
P.M.
Valda G. Bishop, Recorder
Pearl E. Shetterly, Deputy

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS:

That Louis Kelleher of Polk County, and State of Iowa in consideration of the sum of Fifteen Hundred (\$1500) Dollars, in hand paid by Mary E. Cunningham of Warren County, and State of Iowa do hereby SELL AND CONVEY unto the said Mary E. Cunningham the following described premises situated in the County of Madison and State of Iowa to-wit:

W.62 09/100 A. S $\frac{1}{2}$ S $\frac{1}{2}$ Sec 18- 76- 26
S.E. $\frac{1}{4}$ N E $\frac{1}{4}$ Sec. 19 - 76 - 26
W frl. N.E. $\frac{1}{4}$ Sec. 19 - 76 - 26
East 10 A. S E $\frac{1}{4}$ N E $\frac{1}{4}$ Sec. 24 - 76 - 26

And I hereby covenant with the said Mary E. Cunningham 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 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 Louis Kelleher heirs, executors or administrators shall pay or cause to be paid to the said Mary E. Cunningham executors and administrators or assigns, the sum of \$1500 Dollars, on the 15 day of December 1936 with interest thereon 6 according to the tenor and effect of the one promissory note of the said Louis Kelleher payable to Mary E. Cunningham bearing 6% interest date Dec-15-1930 then these present to be void,otherwise to remain in full force.

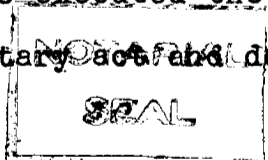
And it is hereby agreed, that if the said Louis Kelleher allows the taxes to become the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on delinquent upon said property, or permits/said note promptly as the same becomes due, the note secured hereby shall become due and payable in 10 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 Louis Kelleher in addition to the amount of said debt, interest and costs, agrees 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 15th day of October 1930

Louis Kelleher

STATE OF IOWA , POLK COUNTY,ss:

On this 15 day of October A.D.1930, before me personally appeared Louis Kelleher, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



G.I.Percy
Notary Public in and for said County.