

## Mortgage Record, No. 90, Madison County, Iowa

Notary Public in and for Madison County, Iowa  
 Alvin Jacob Dooley & wife #863 Filed for record the 6 day of February  
 A.D. 1940 at 11:05 o'clock A.M.  
 To Fee \$1.20 ✓ Pearl E. Shetterly, Recorder  
 G. A. Koester

MORTGAGE

THIS INDENTURE, Made and executed the 3rd day of February A.D. 1940 by and between Alvin Jacob Dooley and Selma Bertha Dooley, husband and wife, of the County of Scott and State of Iowa, parties of the first part, and G. A. Koester of Scott County, Iowa, party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twelve Hundred Fifty (\$1250.00) DOLLARS, paid by said party of the second part, the receipt whereof is hereby acknowledged, have granted and sold, and do by these presents grant, bargain, sell, convey, and confirm unto the said party of the second part his heirs and assigns forever, the certain tract or parcel of real estate, situated in the County of Madison and State of Iowa, described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fourteen (14), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M.,

To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the second party, and to his heirs and assigns forever. The said first parties represent to and covenant with the party of the second part, that they have good right to sell and convey said premises; that they are free from encumbrance, and that they will warrant and defend said premises against the lawful claims of all persons whomsoever, and said first parties hereby release all their right of dower in and to the said parties of the first part relinquish and convey all right of homestead in said premises.

THIS CONVEYANCE TO BE VOID ON THE FOLLOWING CONDITIONS: That said Alvin Jacob Dooley and Selma Bertha Dooley shall pay said G. A. Koester or order, Twelve Hundred Fifty and no/100 (\$1250.00) Dollars, on or before February 3rd, 1943, with interest on all of said money from February 3rd, 1940 until paid at the rate of Six per cent per annum, payable annually, according to the one promissory note of the said Alvin Jacob Dooley and Selma Bertha Dooley of even date herewith; and it is stipulated in said note, and in this mortgage, that should any of said interest not be paid when due it shall bear interest at the rate of seven per cent per annum from the time the same becomes due, and this mortgage shall stand as security for the same.

That the said Alvin Jacob Dooley and Selma Bertha Dooley shall pay all taxes and assessments levied upon said real estate before the same become delinquent, and in case not so paid the holder of this mortgage shall have the right to declare the whole sum of money herein secured due and collectible at once, or he may pay such taxes or assessments, and be entitled to interest on the same at the rate of seven per cent per annum, and this mortgage shall stand as security for such taxes and interest so paid.

That ~~the~~ said Alvin Jacob Dooley and Selma Bertha Dooley shall cause the buildings on said premises to be insured, and during the existence of this mortgage keep insured, against loss by fire, in some good company, to be selected by the mortgagee, in the sum of not less than \$750.00 dollars, loss, if any, to be payable to said second party, and shall deliver policies and renewal receipts to said second party; and upon failure to make such insurance

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or to deliver said policy or renewal receipts, said second party may make such insurance or treat this mortgage as due; and if he elects to make such insurance he shall be entitled to interest on the amount paid therefor at the rate of seven per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest as aforesaid.

It is further stipulated and agreed that a failure to pay any of the said money, either principal or interest, when the same becomes due, or a failure to conform or comply with any of the foregoing conditions or agreements, shall cause the whole sum of money herein secured to become due and collectible at once, if the holder of said note so elect, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest, and costs.

And it is further expressly agreed that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party 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 said second party in the collection of said sums by foreclosure or otherwise.

And it is further agreed, that in the event of the commencement of an action for the foreclosure of this mortgage, upon any default being made, that the Statutory attorney's fee shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure<sup>shall</sup> be obtained; and if a decree of foreclosure shall be entered, then the Statutory attorney's fee shall be taxed by the court and included in said decree.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Alvin Jacob Dooley (Seal)  
Selma Bertha Dooley (Seal)

STATE OF IOWA, Scott County )ss.

On this 3rd day of February A.D. 1940, before me, the undersigned, a Notary Public in and for Scott County, Iowa, personally appeared Alvin Jacob Dooley and Selma Bertha Dooley, 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.

NOTARY  
SEAL

Harold W. Hoersch  
Notary Public in and for Scott County, Iowa.  
Filed for record the 6 day of February