

REAL ESTATE MORTGAGE RECORD No. 97, MADISON COUNTY, IOWA

Acres-Blackmar Co., Burlington. 26615

Alma C. Rooney & husb
E. J. Rooney

TO
Ella J. Fogle

STATE OF IOWA, Madison County, ss.
Filed for record this 9 day of January A. D. 1946
at 9:18 o'clock A. M.
MORTGAGE #119
By Pearl E. Shetterly
Recording Fees, 1.00

Recorded
Deputy.

This Mortgage, made this 29th day of December A. D. 1945, by and between
Alma C. Rooney and husband, E. J. Rooney,

of the County of Madison, State of Iowa hereinafter called the Mortgagors, and
Ella J. Fogle
hereinafter called the Mortgagee. WITNESSETH: That the Mortgagors, in consideration of the sum of
Seven Hundred and no/100 (\$ 700.00) DOLLARS,
paid by the Mortgagee, do hereby sell, transfer, and convey to the Mortgagee, her heirs, executors,
the following tracts of land in the County of Madison, State of Iowa, to-wit:

Lot Five (5) of Depot Addition to the Town of Winterset,
Madison County, Iowa, and the following described tract, to-wit:-
Commencing at the Southwest corner of said Lot Five (5) and run-
ning thence South 16½ feet, thence East 60 feet, thence North
16½ feet, thence West 60 feet to the place of beginning, other-
wise known as the West 60 feet of Lot Ten (10) of Depot Addition
to the Town of Winterset, Madison County, Iowa,

debt secured hereby is a part of the unpaid purchase price of said real estate)

containing in all --- acres, with all appurtenances thereto belonging; and also all the rents, issues, use, and profits of said land and the crops raised
thereon from now until the debt secured hereby shall be paid in full.

The said Mortgagors hereby warrant the title thereto against all persons whomsoever, and hereby expressly waive the platting and recording of homestead in
case of foreclosure and sale thereunder, and agree that said premises may be sold in one tract at such foreclosure sale.

TO BE VOID upon the condition that the Mortgagors shall pay to the Mortgagee, her heirs, executors,
or assigns, the sum of Seven Hundred and no/100 (\$ 700.00) DOLLARS,
as per note note of even date herewith with last payment of principal due
on the 1st day of January, A. D. 1951, and

with interest according to the tenor and effect of the said one certain promissory note of the said
Alma C. Rooney and husband, E. J. Rooney,

dated December 29, 1945 principal and interest payable at the office of Security Loan & Abstract Co., Winterset, Iowa.

It is further agreed that the Mortgagors shall keep the buildings on said real estate insured in some responsible company or companies, satisfactory to Mortgagee, for the use and security
of the Mortgagee, in a sum not less than their insurable value, and deliver to the Mortgagee the policies and renewal receipts.

The Mortgagors shall pay when due, and before delinquent, all taxes which are, or become a lien on said premises, and interest on all prior liens, if any, as the same become due; if Mort-
gagors fail either to pay such taxes or interest, or promptly to effect such insurance, then the Mortgagee may do so; and should the Mortgagee become involved in litigation, either in maintain-
ing the security created by this mortgage, or its priority, then this mortgage shall secure to the Mortgagee the payment and recovery of all money, costs, expenses, or advancements incurred or
made necessary thereby, and shall also secure all money advanced for taxes, interest, and insurance paid hereunder; and all such amounts shall constitute a part of the debt hereby secured to
the same extent as if such amounts were a part of the original debt secured hereby, and with 7 per cent per annum interest thereon from the date of such payments.

A failure to comply with any one or more of the above conditions of this mortgage, either wholly or in part, including the payment of interest when due, shall at the Mortgagee's option,
cause the whole sums hereby secured to become due and collectible forthwith without notice or demand.

It is further agreed that each and all of said notes and interest thereon, irrespective of the dates of maturity, shall be equally secured by this instrument without any preference, priority,
or distinction whatsoever.

It is further agreed that the Mortgagors do hereby transfer and convey to the Mortgagee the right to the possession of the said premises upon the Mortgagee, her heirs, executors
or assigns, filing a petition for foreclosure of this mortgage, and they authorize, agree, and consent that in case of the filing of petition for the foreclosure of this mortgage, the court in which
said suit shall be instituted, or any judge thereof, shall at the commencement of said action, or at any stage during the pendency or progress of said cause, on application of the plaintiff, with-
out any notice whatever, appoint a receiver to take possession of said property and collect and receive said rents and profits, and apply the same to the payment of said debt; and this stipulation
for the appointment of a receiver shall apply and be in force whether or not said property, or any part thereof, is used as a homestead, and without proof of any other grounds for the appoint-
ment of a receiver than the default aforesaid.

And in the event a suit is lawfully commenced to foreclose this mortgage, Mortgagee's reasonable attorney fees are to be considered as a part of the costs of the suit and collected in the
same manner.

Signed the day and year first herein written.

Alma C. Rooney
E. J. Rooney

STATE OF Iowa }
Madison County. } ss.

On this 31 day of December A. D. 1945, before me, the undersigned, a Notary Public in and for
Madison County, Iowa personally appeared
Alma C. Rooney and husband, E. J. Rooney

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.

WITNESS my hand and Official Seal the day and year last above written.



Mabel C. Anderson
Notary Public in and for
Madison County, Iowa