



## Mortgage Record, No. 78, Madison County, Iowa

improvements on said real estate in as good repair and condition as the same are at this date. And shall keep buildings on said premises insured in some company satisfactory to mortgagee for a sum of not less than \$\_\_\_\_\_ and shall deliver paid up policy to holder of \_\_\_\_\_ mortgage payable to same in case of loss, as said holder's interest may appear.

It is further stipulated and agreed that a failure to pay any of said money, either principal or interest, within thirty days after the same becomes due, or a failure to conform or comply with any of the foregoing conditions or agreements, or any of the conditions or agreements of said prior mortgage\_\_\_\_\_, shall cause the whole sum of money herein secured to become due and collectible at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs.

And it is further agreed, that, in the event of the foreclosure of this mortgage the maximum attorney's fees allowed by law shall be by the court taxed, and that this mortgage shall stand as security therefor, and the same shall be included in the decree of foreclosure, and shall be by the sheriff made on general or special execution, with the other money, interest and costs.

And the parties of the first part hereby pledges the rents, issues, and profits of said real property for the payment of said principal sum, interest, attorney's fees, costs, and other payments provided for herein, and authorizes, agrees and consents that in case of any default as above mentioned, and the filing of a bill or 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 case, on application of the plaintiff, appoint a receiver to take possession of said property and collect and receive said rent and profits and apply the same to the payment of said debt, interest, attorney's fees and costs, under the order of the court; and this stipulation for the appointment of a receiver shall apply and be enforced whether said property or any part thereof, is used as a homestead or not, and regardless of the fact of the solvency or insolvency of the mortgagor, and without proof of any other grounds for the appointment of a receiver than the default aforesaid.

The foregoing conditions being performed, this conveyance to be void, otherwise in full force and virtue.

IN TESTIMONY WHEREOF, the said party of the first part have hereunto set their hands and seal the day and year above written.

Hal R. Woodward

Ida Woodward

STATE OF IOWA,

Cass County, ss.

BE IT REMEMBERED, that on this 23rd day of February, A. D., 1927 before the undersigned, a Notary Public within and for said county, personally appeared Hal R. Woodward and Ida Woodward (husband and wife) to me personally known to be the identical persons whose names are affixed to the foregoing mortgage deed as grantors and acknowledged the execution of said instrument to be their voluntary act and deed.

WITNESS my hand and seal, by me affixed the day and year last above written.

H. M. Boosman  
Notary Public.

NOTARIAL  
SEAL