

5241

MORTGAGE

That so long as this mortgage shall remain unpaid the said Nettie May Rhodes and Jerry Rhodes 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 \$500.00, and shall deliver the policies and renewal receipts therefor to said mortgagee, and if the said Nettie May Rhodes and Jerry Rhodes fails to effect such insurance in manner as agreed, then said

This Mortgage having been
Paid in full, I hereby release and
discharge the same of record
at the day of May 1938
J. Wellington
Witnessed by: Valda C
B. C. (1938)

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Mortgage Record, No. 83, Madison County, Iowa

mortgagee may effect such insurance and the amount paid for such purposes by the mortgagee shall be recovered from Nettie May Rhodes and Jerry Rhodes 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, his heirs, 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 that a receiver shall be appointed by the Court to take possession of said premises and to apply the rents, issues and profits derived therefrom, less the costs and expenses of receivership, to the payment of taxes on said real estate and upon the indebtedness secured by this mortgage.

That if the said Nettie May Rhodes and Jerry Rhodes allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if they fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in Sixty days thereafter; and the mortgagee his 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 Nettie May Rhodes and Jerry Rhodes 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 Sixth day of January, 1933.

Nettie May Rhodes
Jerry Rhodes

STATE OF IOWA)
) SS.
Dallas County,)

On this Sixth day of January A. D., 1933, before me Clarence Dunn a Notary Public in and for Dallas County, Iowa, personally appeared Nettie May Rhodes and Jerry Rhodes (Wife and Husband) to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Clarence Dunn
Notary Public in and for Dallas
County, Iowa .