## Mortgage Record, No. 83, Madison County, Iowa

SEAL

Nettie May Rhodes & Jerry Rhodes

#77

Filed for record the 11 day of January A. D. 1933 at 10:50 o'clock A. M.

To

Fred Stout

Fee \$1.10/

Maggie Reese Hobbs, Recorder. Jessie Allgeyer, Deputy.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Nettie May Rhodes and Jerry Rhodes (Wife and Husband) of Dallas County, and State of Iowa in consideration of the sum of One Thousand Dollars, in hand paid by Fred Stout of Dallas Gounty, and State of Iowa do hereby SELL A'D CONVEY unto the said Fred Stout the following described premises situated in the County of Madison and State of Iowa, to-wit:

Lot Eight (8) in Block Two (2) of Railroad Addition to Winterset, Iowa. and containing in all--acres, more or less, according to the government survey thereof, and the rents, issues and profits thereof.

And We hereby covenant with the said Fred Stout that we hold said premises by title in ree simple; that we 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 we covenant to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsever; and the said Jerry Rhodes hereby relinquish his right of dower in and to the above described premises.

PROVIDED, always and these presents are upon this express condition, that if the said Nettie May Rhodes and Jerry Rhodes heirs, executors or administrators shall pay cause to be paid to the said Fred Stout heirs, executors and administrators or assignst the sum of One Thousand Dollars, on the First day of January 1938 with interest thereon at Five per sent per annum according to the tenor and effect of the One promissory note of the said Nettie May Rhodes and Jerry Rhodes payable to Fred Stout bearing even date herewith then these presents to be void, otherwise to remain in full force.

It is hereby agreed that said Nettie May Rhodes and Jerry Rhodes shall pay all taxes and assessments levied upon said real estate before the same shall become delinquent, and in case not so paid, the holder of this mortgage may pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for such taxes, assessments and interest so paid.

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

Witnessel Valda C. B.

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