2-F-532 Commission expires warch 30,194k

Max E.Dodd & Wife

#3287

Filed for record the 26 day of May A.D.1941 at 10:43 o'clock A.M.

To Advertising Novelty Company

Fee \$.80

Pearl E. Shetterly, Recorder

MORTGAGE

For the consideration of Three Hundred Seventy-five (\$375.00) DOLLARS Max Eugene Dodd and Maxine Mattie Dodd, husband and wife, of Madison County, State of Iowa, first party, hereby convey to Advertising Novelty Company, a corporation with its principal place of business at Newton, Iowa, second party, the following described real estate situated in Madison County,

in Release of annexed Mortgage, with the Release of annexed Mortgage,

Mortgage Record No. 92, Madison County, Iowa

Iowa, described as follows, to-wit:

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA

Lot Two (2), Block Six (6), Laughridge & Cassidy Addition, Winterset, Iowa.

Subject to a first mortgage in the sum of Three Hundred Fifty Dollars (\$350.00) executed by the first parties to Union State Bank of Winterset, Iowa, dated the 15th day of November, 1939, and recorded on the day of, 1939, in Book 89, at page 456, in the office of the Recorder of Madison County, Iowa.

All rights of homestead, dower, or distributive share or other right whatsoever, are released and conveyed. The said first party hereby WARRANTS the title against all persons whomsoever; except as above mentioned; conditioned, however, if the said first parties shall pay the said Advertising Novelty Company, its representatives, or assigns, the sum of Three Hundred Seventy-five (\$375.00) DOLLARS on demand with interest thereon from date at the rate of 5 per cent per annum, payable annually, according to the tenor of one principal promissory note with no interest coupons attached of even date herewith, with ... per cent interest thereon after meturity, principal and interest payable at Newton, Iowa, and shall perform all the agreements of this mortgage, then these presents to be void, otherwise in full force.

SAID FIRST FARTY shall not suffer waste, shall pay all taxes and assessments upon said property before delinquent; also all personal taxes, shall keep buildings thereon insured to the satisfaction of said second party for at least One Thousand (\$1,000.00) DOLIARS, assigning and delivering all policies and renewal receipts to second party, if demanded; and shall pay, in case of suit, all reasonable costs and attorney's fees and expense of continuation of abstract, and all expenses and attorney's fees incurred by said second party or assigns by reason of litigation with third parties to protect the lien of this mortgage.

A FAILURE to comply with any of the agreements hereof shall cause the whole debt at once to become due and collectable, at the option of the second party without notice, and said second party or assigns may take immediate possession of said land and account for the net profit only, and said second party or assigns shall be entitled to have a receiver appointed to take immediate possession of said land, and to have the net profits thereof applied on said indebtedness until the same shall have been fully paid. Said taking possession shall in no way retard collection or foreclosure.

ALL MONEY paid by second party or assigns for insurance or taxes shall bear interest at the rate of eight per cent per annum, payable annually, and be a lien on said land under this mortgage.

Dated this 4th day of November, 1940.

Max E.Dodd Maxine Mattie Dodd

STATE OF IOWA, JASPER COUNTY, ss:

On this 4th day of November, A.D.1940, before the undersigned, J.N.Diehl, a Notary Public in and for Jasper County, personally appeared Max Eugene Dodd to me personally known to be the identical person named in and who executed the foregoing mortgage and whose name is affixed thereto as grantor and acknowledge that he executed the same as his voluntary act and deed. Witness my hand and notarial seal, the day and year last above written.

J.N.Diehl Notary Public in and for Jasper County

(NOTARIAL SEAL)

State of Iowa, Madison County, SS:

On this 5th day of November, A.D., 1940, before the undersigned, R.W.Matheny, a Notary Public in and for Madison County, Iowa, personally appeared Maxine Mattie Bodd, to me personally known to be the identical person named in and who executed the foregoing

Mortgage Record No. 92, Madison County, Iowa

mortgage and whose name is affixed thereto as grantor and acknowledged that she executed the same as her voluntary act and deed.

NOT WHITES my hand and Notarial seal, the day and year last above written.

SEAL

R.W_Matheny Notary Public in and for Medison County, Iowa.

Filed for record the 27 day of