Iowa

Max Eugene Dodd & wife

#5023

Filed for record the 11 day of September A.D.1941 at 8:00 o'clock A.M.

To Advertising Novelty Company

Fee \$.80

A.M.

Pearl E. Shetterly, Recorder

MORTGAGE

For the consideration of Nine Hundred and Fifty and no/100 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 a Newton, Iowa, second party, the following described real estate situated in Madison County, Iowa, described as follows, to-wit:

Lot Six, Block Two, Laughridge & Cassidy Addition, Winterset, Iowa,

All rights of homestead, dower, or distributive share or other right whatsoever, are

For Assignment of Annexed Mortgage Se

Mortgage Record No. 92, Madison County, Iowa

released and conveyed. The said first party hereby WARRANTS the title against all persons whomsoever; conditioned, however, if the said first parties shall pay the said Advertising Novelty Company, its representatives, or assigns, the sum of Nine Hundred Fifty and no/100 DOLLARS on the 11th day of August, A.D.1943 with interest thereon from date at the rate of six per cent per annum, payable semi-annually, according to the tenor of one principal promisory note with no interest coupons attached of even date herewith, with seven per cent interest thereon after maturity, 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 PARTY 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 Dollars, 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 lièn 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 11th day of August, 1941

> Max Eugene Dodd Maxine Mattie Dodd

STATE OF IOWA, JASPER COUNTY, SS:

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LE FEBURE CORPORATION, CEDAR RAPIDS, JOWA 177818-A

On this 11th day of August A.D., 1941, before the undersigned, J.N.Diehl a Notary Public in and for Jasper County, personally appeared Max Eugene Dodd and Maxine Mattie Dodd. husband and wife to me personally known to be the identical persons named in and who executed the foregoing mortgage and whose names are affixed thereto as grantors and acknowledge that they executed the same as their voluntary act and deed.

NOTATIONS my hand and notarial seal, the day and year last above written. SEAL

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