

condition, that if the said A. Elsloo his heirs, executors or administrators shall pay or cause to be paid to the said Oskaloosa Savings Bank executors and administrators or assigns the sum of \$5000. one year after date with interest thereon from date according to the tenor and affect of the one promissory note of the said A. Elsloo & Shoyke Elsloo payable to Oskaloosa Savings Bank bearing six percent interest then these presents to be void, otherwise to remain in full force said note bears even date herewith and bears 8% interest from maturity. And it is hereby agreed, that the said A. Elsloo shall keep the buildings on said property insured in a good reliable company, to be selected by said mortgagee, in the sum of Six thousand five hundred Dollars. And it is further expressly agreed, that in the event of any failure to pay said sums of money, or any part thereof, or the interest thereon, when due and payable, said second party 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 said second party in the collection of said sums by foreclosure or otherwise. And it is hereby further agreed, that if the said Mortgagor allows the taxes to become delinquent upon said property, or permits the same, or any part thereof, to be sold for taxes, or if he fail to pay the interest on said note promptly as the same becomes due, the note secured hereby shall become due and payable in ninety days thereafter, and the mortgagee his heirs or assigns may proceed at once to foreclose this mortgage, and in case it becomes necessary to commence proceedings to foreclose the same, then the said Mortgagor in addition to the amount of said debt, interest and cost, agree to pay to the mortgagee herein named, or to any assignee of the mortgage herein, a reasonable attorney's fee for collecting the same, which fee shall be included in judgment in such foreclosure case. Signed and delivered, this 19th day of July 1902-

Witness to signature

J. A. Stubenrauch

State of Iowa } s.s.

Marion County }

On this nineteenth day July - A.D. 1902 - before John H. Stubenrauch a Notary Public, within and for said County, personally came A. Elsloo and Shoyke Elsloo his wife, personally to me known to be the identical persons whose names are

A. Elsloo

Shoyke ^{his} Elsloo
mark