

to H. P. Ruble bearing date May 1st 1912, then these presents to be void, otherwise to remain in full force. And it is hereby agreed that if the said J. N. Perry 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 30 days thereafter; and the mortgagee his heirs or assigns may proceed at once to foreclose this mortgage. In case it becomes necessary to commence proceedings to foreclose to same, then the said J. N. Perry in addition to the amount of said debt interest and cost, agree to pay the mortgagee herein named or to pay assignee of the mortgagee herein a reasonable attorney's fee as provided by the law for collecting the same, which fee shall be included in judgment in such foreclosure case. It is also agreed that the said first party shall keep the buildings on said premises insured in some responsible and approved company or companies for the benefit of said second party in the sum of not less than \$___ and shall deliver the policies and renewal receipts therefor to said second party; and should said first party neglect so to do, said second party may effect such insurance and recover of said first party the amount paid therefor and interest at eight per cent per annum, and this mortgage shall stand as security therefor.

It is also further agreed that in case of default in any of the aforesaid agreements so that this mortgage can be foreclosed, the rents and profits of said premises, as well before as after sale on execution, are hereby pledged to the payment of the moneys secured by this mortgage, and that the plaintiff therein shall be entitled to the appointment of a receiver in an action therefor, with or without the foreclosure of this mortgage, said receiver to have the usual powers to take and hold such rents and profits for the benefit of the plaintiff and subject to the order of the Court. Signed and

Delivered this 1st day of May 1912.
Executed in Presence of

J. N. Weldin
G. W. Speer

J. N. Perry

State of Iowa, Warren County, SS. On this 1st day of May A.D. 1912, before me, G. W. Speer, a Notary Public within and for said County, personally came J. N. Perry, Widower, personally to me known to be the identical person whose name is affixed to the foregoing instrument as grantor and severally acknowledged that he executed the same, and the execution thereof to be his voluntary act and deed, for the purposes therein expressed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Indianola, Iowa on the date last above written.

(SEAL) G. W. Speer, Notary Public in and for Warren County, Iowa.

Recorded Jan. 29th A.D. 1913 at 9:00 A.M.

Floyd L. Lawrence
Register of Deeds.

(The following is endorsed on the original instrument recorded in book 40 page 623)
For and in consideration of Fifteen Hundred Dollars, to him in hand paid, the receipt of which is hereby acknowledged, Ernest Wise the mortgagee within named, does hereby assign and transfer to Charlotte Wise or her assigns, the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Charlotte Wise all his right, title and interest to the lands and tenements in said mortgage mentioned and

Recorded May 13 1913
Floyd L. Lawrence
Register of Deeds