

ments charged against said property, and may insure said property, if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered, with interest at the rate of six per cent, in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold with or without appraisement as the owner and holder hereof may elect.

Fourth. In case of default in any of the covenants herein contained the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all money mentioned herein, and said legal holder is entitled to the possession of said property by a receiver or otherwise as he may elect.

Fifth. If such payments be made as are herein specified this conveyance shall be void; but if said principal or interest notes or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or in any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal shall immediately become due and payable, at the option of the party of the second part; and in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, the said first party agrees to pay to the said second party and his assigns interest at the rate of twelve per cent per annum, computed annually on said principal note from the date thereof to the time when said principal and interest shall be fully paid; and any payments made on account of interest shall be credited in said computation, so that the total amount of interest paid shall be and not exceed the legal rate of twelve per cent.

In Witness Whereof the said party of the first part has hereunto subscribed his name and affixed his seal on the day and year above mentioned.

George M. Brubaker (Seal)

State of Kansas, Shawnee County, ss.

Be it Remembered, that on this 17th day of December A.D. 1885, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George M. Brubaker (a single man) who is personally known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

The following is inclosed in original instrument:
The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 6 day of February 1894.
J. H. C. Bowman

Recorded April 25, 1894 at 10:00 o'clock P.M. James Brooks, Register of Deeds for Shawnee County, Kansas.