

recover of said first party all amounts so paid, and interest thereon at the rate of 10 per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

Now Therefore, if the amount of said bond and coupons be paid when due, and all the covenants and agreements of the first party contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first party fails to pay any part of the amount of said bond or coupon within twenty days after the same becomes due, or fails to keep and perform any of the covenants and agreements made by them herein, or fails to make any partial payment upon said bond after giving notice that such payment will be made, then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of holder of said indebtedness or any portion thereof, and this mortgage may thereupon be foreclosed; and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said bond with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second party or any holder of said bond for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums. It is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and to collect the rents and profits thereof, under the direction of the court, without the proof required by statute, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without appraisement, at the option of the said second party, its successors or assigns. In witness whereof, we hereunto set our hands the day and year first above written.

Signed in the presence of

H. D. Sheppard
Lucie Sheppard

State of Kansas.

Franklin County, } ss. Be It Remembered, that on this 28th day of December, 1894, before me, a Notary Public in and for said County and State, came H. D. Sheppard