

installment note shall become due, and shall bear interest at the rate of ten per centum per annum from the date thereof; and to any judgment rendered upon said note there may be added the amount of the said coupons then delinquent, and all the sums so paid for insurance, taxes, assessments, and to release statutory lien claims, with interest upon all said sums at the rate of ten per centum per annum, and the proceeds of foreclosure and sale under this mortgage shall be applied in the payment of the entire amount so found to be due; the said installment note secured by this mortgage is given in consideration of services rendered and expenses of second party in and about the making and sale of, and for commissions upon the loan of money to the first party, secured by the prior mortgage mentioned above.

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 said second party, its successors or assigns.

Dated this twenty first day of December 1891.

Signed in presence of

H. D. Sheppard

Lucie Sheppard

State of Kansas

Franklin County, ss. Be it Remembered, that on this 28<sup>th</sup> day of Dec 1891 before me, a Notary Public in and for said County and State, came H. D. Sheppard and Lucie Sheppard his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.



J. J. Gregory

Notary Public

My commission expires Dec 4<sup>th</sup> 1892.

Recorded Dec 30, 1891 at 10<sup>30</sup> o'clock A.M.

James Brooks

Register of Deeds