

of second party or assigns, from this time until said note and all liens by virtue hereof are fully paid, and assign and deliver the policies of insurance to said second party.

It is hereby agreed, that in case of default of payment of any sums herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first parties agree to pay to said second party or assigns interest at the rate of ten per cent. per annum, computed semi-annually, on said principal note, from the date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the actual amount of interest received shall be and not exceed ten per cent., computed semi-annually as aforesaid.

It is hereby agreed, that if any action be brought for any amount due and unpaid upon said note, or by virtue of any of the provisions of this Mortgage, or to enforce the same, the second party or his assigns shall be entitled to the rents and profits of said premises from the time of bringing such action, and as matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs. Appraisal waived.

The first parties represent themselves of lawful age and competent to convey.

In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

Executed & delivered in the presence of

T. H. Miller
Jennie Miller

State of Kansas

County of Osage

ss. Be it Remembered, That on this 10 day of May A.D. 1893 before me, the undersigned, a Notary Public in and for said County and State, came T. H. Miller and Jennie Miller his wife personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. Witness my hand and official seal the day and year last above written.

Notary commission expires December 20, 1893.

E. J. Hilkey

Notary Public in and for Osage County, Kansas

Recorded May 13, 1893 at 11³⁰ o'clock AM.

James Brooke
Register of Deeds

This Indenture, Made this First day of March 1893 between T. H. Miller and Jennie Miller his wife of the County of Osage and State of Kansas, of the first part, and Willard B. Holmes of Kansas City, Missouri, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Dollars, the receipt of which is hereby acknowledged, do by these presents grant,