

be recovered, with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisement.

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 moneys 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 parties agree to pay to the said second party and they assigns, interest at the rate of ten 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 shall be and not exceed the legal rate of ten per cent.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

George M. Brubaker (Seal)

Agnes G. Brubaker (Seal)

State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 20th day of December A.D. 1893, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came George M. Brubaker and Agnes G. Brubaker his wife who are personally known to me to be the same persons who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

E. B.

E. B. Merriam

(Term expires Nov 28th 1895)

Recorded Dec. 26, 1893 at 9 o'clock AM.

Notary Public

James Brooks

Register of Deeds