

the debt secured by this mortgage shall not be paid when due by the terms of said bond or promissory note or when it shall become due by reason of the breach of any of the conditions of this mortgage it shall bear interest at the rate of twelve per cent per annum from the date hereof and the holder thereof shall recover principal and twelve per cent interest per annum thereon from the date hereof and shall recover for all money paid for taxes and insurance as aforesaid and for all money paid to extinguish or release any prior or outstanding title or lien on said premises and twelve per cent interest thereon less any amount which may have been paid as interest on said indebtedness and each and all of said sums which said holder is so entitled to recover may be included in any judgment rendered in any suit instituted for the foreclosure of this mortgage.

And it is further agreed and stipulated that in the event of the failure to pay any of said sums of money or any part thereof as above provided the said second party or assigns shall be at once entitled to and may at his option by himself or agent take immediate possession of said property and rent or cultivate the same and shall account to said first party only for the net profits thereof. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise. Appraisement waived.

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

Matthias B. Sowers   
 Rebecca Sowers 

State of Kansas }  
 Franklin County }

Be it Remembered That on this 29<sup>th</sup> day of December A. D. 1884 before me the undersigned a Notary Public within and for the County and State aforesaid came Matthias B. Sowers and Rebecca Sowers husband and wife who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution the same to be their voluntary act and deed.

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

 Samuel Laird  
 Notary Public.  
 Commission expires April 8<sup>th</sup> 1886.

Recorded January 1<sup>st</sup> 1885 at 12<sup>55</sup> o'clock P.M.  
 J. J. Harold  
 Register of Deeds.