

of \$256²⁵ payable November 1st 1892, and five
 other interest notes for the sum of \$225⁰⁰
 each payable every six months thereafter. each
 one of said interest-notes to bear interest after
 maturity at the rate of twelve per cent per
 annum, and to secure the payment of said
 notes principal and interest said defendants
 Shepherd and Wife made, executed and delivered
 to plaintiff a certain mortgage upon the real
 estate hereinafter described, wherein it was agreed
 as a part of the consideration of said loan
 that said defendants Shepherd & Wife would repay
 said loan with interest when said notes matured
 and would pay all taxes on said land and loan
 and pay premiums on the Insurance of the
 buildings on said land and if they failed to
 make said payment of taxes and insurance
 that plaintiff might do so and have a lien
 therefor on said land by said mortgage and if
 they failed to pay the same or to make
 any payment of any installment of interest
 when the same became due that plaintiff
 might at its option declare the whole amount
 of the said loan together with the interest
 accrued thereon to be at once due and payable
 and might foreclose said mortgage therefor
 and that the Court should appoint a receiver
 to collect and apply on said sums the rents
 if any for said lands pending the foreclosure
 and the time for redemption, and that a reason-
 able sum as attorneys fee should be adjudged
 to the plaintiff and become a lien on said
 land; Second, That the said interest note for
 the sum of \$256²⁵ has been paid, but that the
 interest note for the sum of \$225⁰⁰ which
 matured May 1st 1893 was not paid at maturity
 and excepting the sum of \$10⁰⁰ was not paid on
 the 23rd day of October 1893 and has not been since