

or the taxes or if the insurance is not kept up thereon  
then this conveyance shall become absolute and the whole  
shall be due and payable and it shall be lawful for said  
party of the second part his executors administrators  
and assigns at any time thereafter to sell the premises  
hereby granted or any part thereof in the manner prescribed  
by law appraisement hereby waived or not at the option  
of the party of the second part his executors administra-  
tors or assigns and out of all the monys arising from  
such sale to retain the amount then due for principle  
and interest and also for statutory damages in case of  
protest together with the costs and charges of making  
such sale and reasonable attorneys fee for foreclosure  
of this mortgage the said fee to be due and payable on  
filing petition for foreclosure and the overplus if any  
there be shall be paid by the party making such sale  
and demand to the said party of the first part his heirs  
and assigns  
In Witness Whereof The said party of the first part has hereunto  
set his hand and seal the day and year last above written

Signed sealed and delivered in the presence of  
James D Husted

Matthew B Faule <sup>one</sup> <sub>{ seal }</sub>

State of Kansas <sup>ss</sup>  
County of Douglas

Be it Remembered That on this 9<sup>th</sup> day  
of May A.D. 1881 before me James D Husted in and for  
said County and State came Matthew B Faule to me per-  
sonally known to be the same person who executed the  
foregoing instrument and duly acknowledged the  
execution of the same

In Witness Whereof I have hereunto subscribed my  
name and affixed my official seal on the day and year  
last above written.

James D Husted

Term Expires Aug. 21<sup>st</sup> 1883

Recorded May 10<sup>th</sup> A.D. 1881 at 2<sup>25</sup> o'clock P.M.

D. H. Donald  
Register of Deeds