

shall remain and be kept as good as the same is now until all paid notes interest and penalties thereon are fully paid.

It is further Expressly Agreed that in case of default in the payment of said notes or either of them or any part thereof or any of the sums of money to become due herein specified according to the tenor and effect of said notes or in case of the breach by the said party of the first part of any of the covenants or agreements herein or in said notes mentioned by said first party to be performed then this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the said above described premises and to have and to receive all the rents and profits thereof And the said notes with interest accrued thereon and the aforesaid penalties thereon shall thereupon each and every one of them become and be at once due and payable.

And in case of the foreclosure of this mortgage, party of the first part agrees to pay ten percent attorneys fees upon the amount to be recovered herein said fee to be due and payable on filing petition for foreclosure Appraisement hereby waived or not at the option of the said second party.

In Testimony Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written

Clarkson D Rogers {*real*}

State of Kansas,
Douglas County } ss.

I August L Selig a Notary Public in and for said County and State do hereby certify that on this sixth day of August A D 1881 personally appeared before me Clarkson D Rogers—unmarried—to me personally known to be the identical person who executed and whose name is affixed to the foregoing mortgage as grantor and acknowledged the same to be his voluntary act and deed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written, My Commission as Notary Public expires November 27, 1881

(L.S.)

August L Selig
Notary Public

Recorded August 6th A D 1881 at 4¹⁵ Delock & M

W Hounald
Register of Deeds