

then this mortgage shall become absolute and the whole of said principal and interest shall immediately become due and payable and in case of such default of any sum contracted to be paid for the period of ten days after the same become due the said first parties agree to pay to said second part and his assigns interest at the rate of 12 per cent. per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in such computation so that the total amount of interest collected shall be and not exceed the legal rate of 12 per cent; but the party of the second part may pay any unpaid sums charged against said property or interest said property if default be made in keeping up insurance and may receive for all such payments with interest at twelve per cent in any suit for foreclosure of this mortgage and it shall be lawful for the party of the second part his executor administration and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by their Appraisement obtained or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent. per annum from the time of said default until paid together with the cost and charges of making such sale and as reasonable attorney fee for the foreclosure of this mortgage to be taxed as other costs in the suit.

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

Samuel R. Melcher 1853

Mary C. Melcher 1853

State of Kansas }
County of Douglas } Do it remembered that on this 16th day of November A.D. 1853 before me as Notary Public in and for said County and State came Samuel R. Melcher and Mary C. Melcher his wife to me personally known to be the same persons described in and who executed the foregoing mortgage and duly acknowledged the execution thereof.

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

(L.S.)

My Comm. expires May 19. 1854.

J. H. C. Griffith

Notary Public.

Recorded December 16th 1853 - 2nd Clerk P.M. A. T. Hammond
Register & Deeds