

in the same manner as the principal debt hereby secured together with interest at the rate of eight per cent per annum payable annually until fully paid and discharged but whether the parties of the second part elect to pay such taxes and assessments or not it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner the said note and the whole of said sum shall immediately become due and payable and said mortgagee or his assigns may immediately cause the mortgage to be foreclosed and shall be entitled to the immediate possession of the premises and the rents issues and profits thereof.

And said parties of the first part hereby promise and agree to and with said parties of the second part that in any action that may be brought for any amount that may be due and unpaid upon said note or by virtue of any of the provisions of this mortgage or to enforce the same the parties of the second part or their assigns shall be entitled to and may have recover and receive of and from said parties of the first part reasonable attorney fee for services in such action and such attorney fee together with interest at the rate of eight per cent per annum after judgment rendered therefor shall be an additional lien upon the property hereby mortgaged and shall be included in any judgment rendered in any action as aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. And the said parties of the first part hereby waive all benefits of the day valuation or appraisement laws of the State of Kansas.

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

Theodore Pöhler 
Sophie Pöhler 

State of Kansas }
County of Douglas }

Be it Remembered that on this twentieth day of March A.D. 1882 before me Wm T. Sinclair a Notary Public in and for the County and State aforesaid came Theodore Pöhler and Sophie Pöhler his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Wm T. Sinclair

(3) My comm. expires Sept 10th 1884

Notary Public

Recorded March 13th 1882 at 1⁵⁵ O'clock P.M.

Wm T. Sinclair
Register of Deeds