

specified this conveyance shall be void and shall be released upon demand of the parties of the first part: But if default be made in the payment of said principal sum or any part thereof or any interest thereon or of said taxes or assessments as provided, then this conveyance 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 becomes due the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per centum per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid and any forgiveness made on account of interest shall be credited in said 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 taxes charged against said property and may recover 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 administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law Appraisal made 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 condition of this instrument and interest at twelve per cent per annum from the time of said default until paid together with the costs and charges of making such sale and a reasonable attorney's fee for the foreclosure of this mortgage to be taxed as other costs in the suit:

On Wm. W. W. of the said parties of the first part - have hereunto set
their hands and seals the day and year first above written.

Albert Wilcomb

Aurilla Whitcomb

State of Kansas } ss
County of Douglas }

Be it Remembered that on this seventh-day of March A.D. 1812
before me a Notary Public in and for said County and State came
Albert Whitcomb and Aurelia Whitcomb his wife to me personally
known to be the same persons described in and who executed the
foregoing mortgage and duly acknowledged the execution of the same.

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

28 Concyus Mich 29. 1885

Robert C. Johnson, Secretary, Peoria

Records March 7th 1852 at 11th O'clock A.M.

~~John~~ Arnold Register of Deeds