

and the rents, issues and profits thereof. And said parties of the first part hereby promise and agree to and with said party of the second part, that in any action that may be brought for any amount that may be due and unpaid upon said note and interest, or by virtue of any provision of this mortgage or to enforce the same, the party of the second part or her assigns, shall be entitled to and may have, recover and receive of and from said parties of the first part, ten per cent. upon the amount due and recoverable at the time the petition or bill of complaint to foreclose this mortgage is filed in the proper court, as and for fees and compensation of the attorney or attorneys of the party of the second part or her assigns, for services in such action, and such amount together with interest at the rate of twelve per cent. per annum, from the date of filing petition or bill of complaint as aforesaid, 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 for the said consideration the parties of the first part hereby waive all rights and benefits under and by virtue of all laws of the State of Kansas, providing for an appraisement of real estate sold under execution, order of sale or other final process.

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

Billie Arter (seal)
Jacob H. Arter (seal)

State of Kansas }
County of Douglas }^{ss.}

On this 14th day of October, A.D. eighteen hundred and eighty five, before me, A. H. Foote, a Probate Judge in and for the County and State aforesaid came Linnie Arter and Jacob H. Arter to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.