

but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage 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 executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law appraisement waived 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 costs and charges of making such sale, and a reasonable attorney's fees 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.

{ Attest as to marks.
Com. Master
Belia A. Watt

Christina ^{her} X Elston seal
David L. Elston (Seal)
Adam S. Elston (Seal)
John H. Elston (Seal)
Anna Elston
Sarah E. Elston
Adaline Elston
Henry ^{his} X Elston
Alice ^{her} X Elston

{ Calvin Ransom
witness to marks.

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 30th day of November A.D. 1885 before me, a Notary Public in and for said County and State, came Christina Elston a widow David L. Elston and Anna Elston his wife Adam S. Elston and John H. Elston to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the