

in case of such default of any sum covenanted 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 cent. per annum, computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment 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, 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 attorneys' 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

H. H. Carr

James T. Deary
Ann ^{her} X Deary
mark

(Seal)

(Seal)

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this 24th day of December A.D. 1885 before me, a Notary Public in and for said