

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 fee 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.

J. B. Smith *Seal*
Sarah A. Smith *Seal*

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 22nd day of March A.D. 1886, before me a notary public in and for said County and State, came J. B. Smith and Sarah A. Smith his wife to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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

JB

L. H. Pierson

Notary Public

My Commission expires the 4 day of Mar A.D. 1888.

Recorded March 22, 1886 at 4th O'clock P.M.

B. J. Irvine

Register of Deeds