

ments as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten day 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 principal note, from the date thereof to the time when the money shall be actually paid, and any payments 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 insure said property if default be made in keeping up insurance, 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 hereafter 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 fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

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

John W. Whidden *[Signature]*
Mary E. Whidden *[Signature]*

State of Kansas
County of Douglas } ss.

The foregoing is a true and correct copy of the original instrument as the same is now on file in the office of the County Clerk of Douglas County, Kansas, and the same has been duly certified and discharged by the County Clerk of Douglas County, Kansas, on the 15th day of October, A.D. 1890.