

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 the 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 return 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 the 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.

Elyvester P. Counts 

Mary A. Counts 

State of Kansas
County of Douglas ss.

Be it remembered, That on this Fifth day of Feb'y A.D. 1887, before me a Notary Public in and for said County and State, came Elyvester P. Counts and Mary A. Counts (husband and wife) to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.