

specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said 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 hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and a reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said W.B. Metcher his heirs or assigns.

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

W.B. Metcher [seal]
Mary J. Metcher [seal]

State of Kansas,
Douglas County,

Be it Remembered, That on this 16th day of July A.D. 1887 before me, a Notary Public in and for said County and State, came W.B. Metcher and Mary J. Metcher his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

[S.]

R. L. Jamison
Notary Public

My commission expires March 13, 1890.

Recorded July 23 1887 at 4 o'clock P.M.

B. J. Imbaw
Register of Deeds