

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 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 attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Moses McMilen [seal]

State of Kansas }
County of Douglas } ss.

Be it Remembered, that on this 23^d day of December A.D. 1887, before me a notary public in and for said County and State came, Moses McMilen a widower to me personally known to be the same person 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.

[Signature]

L. B. Pearson

Notary Public

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

Recorded Dec. 23, 1887 at 4th O'clock P.M.

B. J. Burton

Register of Deeds.