

charge.

Now if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement thereon, 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 or amount to be paid, for the period of ten days after the same becomes due, and said first parties agree to pay to said second party and his assigns, interest at the rate of 12 per cent, for a sum computed annually on said notes from the date thereof to the time when the money shall be actually paid; and any payment 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 second party may pay any unpaid interest charged since the date of this instrument, or may pay the interest computed on the first mortgage, and may pay for any insurance required under the first mortgage, 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, at a price to be paid or not, at the option of the party of the second part, and out of all the money arising from such sale to retain the amount then due or to be collected due according to the conditions of this instrument, and interest at twelve per cent, for a sum from the time of said default until paid, together with the costs & charges of making such sale, and a reasonable attorney's fees for the foreclosure of this mortgage, to be apportioned between the costs in the suit.

In witness whereof, the said parties of the first part have hereunto set their hands & seals the day of your first above written.

Armine Dudley

W. C. Dudley

*Seal*

*Seal*

State of Kansas  
Douglas County } ss.

Be it remembered, that on the 7<sup>th</sup> day of May A.D. one thousand eight hundred and forty four, Notary public in and for said county and state, came Armine

The following is inserted on the original instrument  
to show by whom these powers that spoke I have given to him to make  
the said collection and payment of the note by the foregoing Notary public and attorney  
for Roger S. Dudley of Douglas County, Kansas to become valid  
and binding.