

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 days after the same becomes due, the said first parties agree to pay to said second party and his assignor, 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 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 attorneys fee for the foreclosure of this 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.

G. W. Down

Sarah Down

(seal)

(seal)

State of Kansas,
County of Franklin

Best Remembered, That on this 21st day of February A. D. 1889, before me a Notary Public in and for said County and State, came George W. Down and Sarah Down his wife to me personally known to be the same persons 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.

(S. S.)

Robert Doak

My commission expires the 23rd day of September A. D. 1891.

Notary Public

Recorded March 12, 1889 at 5³⁰ o'clock P. M.

Register of Deeds