

and any payments made on account of interest shall be credited in said computation, so that the total amount of interest ^{expended} 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.

T. B. Smith



Sarah A. Smith

(real)

State of Kansas }
County of Douglas } ss.

Be it Remembered, that on this eleventh day of March A. D. 1889, before me a Notary Public in and for said County and State came Thomas B. Smith and Sarah A. Smith, husband and wife to one 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.

L. S.

Wilder S. Metcalf

Notary Public

My commission expires the 28th day of Novem A. D. 1892

Recorded March 19. 1889 at 2 o'clock P.M.

James Brooks
Register of Deeds

This Indenture, Made this 15th day of March A. D. 1889 between John J. Lawrence and Della M. Lawrence his wife of Shawnee County, in the State of Kansas, of the first part; and Jehiel C. Lawrence of Douglas