

sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, 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 so wanted 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 assigns, interest at the rate of 12 per cent. per annum, computed annually, on said principal note, from 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 money 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 parties of the first part have hereunto set their hands and seals, the day and year first above written.

Charles W. Surber

Fannie A. Surber

[Signature]

[Signature]

State of Kansas,
County of Douglas } ss.

Be it remembered, that on this fifth day of April A.D. 1889 before me a Notary Public in and for said County and State, came Charles W. Surber and Fannie A. Surber, husband and 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.

My commission expires the 5th day of November A.D. 1892
Recorded April 5, 1889 at 4³⁰ o'clock P.M.

William B. Metcalf

Notary Public

Register of Deeds