

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 may pay the interest coupons upon 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, appraise ment 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 fees 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 (seal)

Fannie A. Surber (seal)

State of Kansas
Douglas County } ss.

Be it Remembered, That on this 5th day of April A.D. 1887 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.

Filed

Walter S. Mitcalf

Notary Public

My commission expires Nov. 25th 1892

Recorded April 6, 1887 at 4³⁰ o'clock P.M.

James Brooks
Register of Deeds