

made in the agreement to incur, 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 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 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 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 party of the second part may pay any sum paid to be 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 12 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.

And it is covenanted that the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Abi Darnold

J. A. Darnold





State of Kansas
County of Douglas } ss.

Be it Remembered, that on this twelfth day of April A.D. 1894 before me a Notary Public in and for said County and State, came Abi Darnold and J. A. Darnold, 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.

And it is covenanted that I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Wilder H. Miteall

My commission expires the 28 day of November A.D. 1894

Notary Public

Recorded April 12, 1894 at 3¹⁵ o'clock P.M.

James Brook

Register of Deeds.

The following is indorsed on the original instrument:
The conditions of the within mortgage have been complied with and the same is hereby satisfied, altered and discharged. Witness my hand this 3rd day of April 1894.