

tually 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 10 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 10 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 10 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.

Thomas L. Edwards

Fannie M. Edwards

[Seal]
[Seal]

State of Kansas

County of Douglas ss.

Be it Remembered, that on this First day of October A.D. 1889 before me a Notary Public in and for said County and State, came Thomas L. Edwards and Fannie M. Edwards 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.

[Seal]

D. L. Hoadley

My commission expires the 7th day of March A.D. 1892.

Notary Public

Recorded Oct. 3, 1889 at 11th o'clock A.M.

James Brooks
Register of Deeds.

This Indenture, Made this First day of October in the year of our Lord, one thousand eight hundred and eighty nine between Thomas L. Edwards