

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 10 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 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 ten 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 ten 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.

Samuel D. Brown   
Catharine Brown 

State of California  
County of Los Angeles } ss.

On this 21st day of December in the year one thousand eight hundred and eighty before me, C. H. Dunsmoor, County Clerk and ex-officio Clerk of the Superior Court in and for said County, personally appeared Samuel D. Brown known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Court the day and year in this certificate first above written.

C. H. Dunsmoor

County Clerk and ex-officio Clerk of said Superior Court  
By A. B. Whitney Deputy

State of Kansas  
County of Douglas } ss