

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, 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

John M. Hupp

Laura C. Hupp



James M. Hupp



State of Kansas

County of Sedgewick^{ss.}

Be it Remembered, that on this 29 day of July A.D. 1890 before me a Notary Public in and for said County and State, came Laura C. Hupp and James M. Hupp her husband to me personally known to be the same person 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.



J. R. H. King

Notary Public

My commission expires the 25 day of Feb. A.D. 1892.

Recorded July 30, 1890 at 9th o'clock A.M.

James Brooks
Register of Deeds

(See next page for witness)
This Indenture, Made this Fifteenth day of July in the year of our Lord one thousand eight hundred and ninety, between Carrie C. Tutorius and C. A. Tutorius (hus) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Jason Chamberlin of Marblehead Mass of the second part.