

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 charges 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, if payment be 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, 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 attorneys 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.

Wm D. Steele

(Seal)

Mary D. Steele

(Seal)

State of Kansas

County of Douglas^{ss.}

Be it Remembered, that on this 7th day of October A.D. 1891 before me a Notary Public in and for said County of State, came Wm D. Steele and Mary D. Steele 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)

L. D. Steele

My commission expires the 18 day of June A.D. 1894.
Recorded Oct 8. 1891 at 2 o'clock P.M.

Notary Public

James Brooks
Register of Deeds

This Indenture Made this 7th day of October in the year of our Lord one thousand eight hundred and ninety one between Wm D. Steele and Mary D. Steele his wife of the City of Lawrence County of Douglas and State of Kansas, of the first part and The Kansas National Building and Loan Association of Lawrence, Kansas, of the second part Witnesseth, that the parties of the first part, in consideration of the sum of Three Hundred and Fifty Dollars to them duly paid,