

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 percent; 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 percent, 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 ten percent 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

Witness

Henry M. Mitcalf
State of Kansas
County of Douglas } ss.

David A. Daily
Sarah E. Daily

Be it remembered, that on this first day of November A.D. 1892 before me a Notary Public in and for said County and State, came David A. Daily and Sarah E. Daily, 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.

(L. D.)

C. M. Manter

My commission expires the 23^d day of January A.D. 1896.
Recorded Nov. 3. 1892 at 3 o'clock P.M.

Notary Public

James Brooks
Register of Deeds

This Indenture, Made this 1st day of November, in the year of our Lord one thousand eight hundred and ninety two, between David A. Daily and Sarah E. Daily husband and wife being of lawful age, of the County of Douglas, and State of Kansas, of the first part, and Mildred M. Mitcalf of Lawrence Kansas of the second part.

Witnesseth That the parties of the first part, in consideration of the sum of Thirty

This following is indexed on Original Instrument
1892 Nov 3 3 1892 at 3 o'clock P.M.