

sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further agreed, That in case of default in the payment of said bond or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed, then, and in that case, the bond secured hereby shall bear interest at the rate of ten per centum per annum from date, and this conveyance shall become absolute, and the party of the second part be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof. And the said bond with interest accrued thereon, and all moneys which may have been advanced and paid by the said second party, with the aforesaid interest thereon, shall thereupon, each and every one of them, become and be at once due and payable.

And in case of the foreclosure of this mortgage, party of the first part agrees to pay ten per cent. attorney's fee upon the amount to be recovered herein, said fee to be due and payable on filing petition for foreclosure. Appraisalment hereby waived or not, at the option of the said second party. The first party agrees to pay the charges for entering satisfaction of this mortgage upon the records.

In Testimony Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Daniel M. Graybill

[seal]

State of Kansas }
Douglas County } ss.

I, J. R. Bingle, a Notary Public in and for said County and State, do hereby certify that on this 17th day of October A.D. 1894, personally appeared before me Daniel M. Graybill unmarried to me personally known to be the identical person who executed and whose name is affixed to the foregoing mortgage as grantor, and acknowledged the same to be his voluntary act and deed. I was qualified as a Notary Public on the 17th day of Nov. A.D. 1890 and my term of office as such expires on the 17th day of Nov. A.D. 1894.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(J. R. Bingle)

J. R. Bingle

Notary Public

Recorded Oct. 17. 1894 at 11⁴⁵ o'clock P.M.

James B. Cook
Register of Deeds