

and in that case, the bonds 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. attorneys fee upon the amount to be recovered herein, said fee to be due and payable on filing petition for foreclosure. Appraisal 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 have hereunto set their hands and seals the day and year first above written.

N. T. B. Herriott

[seal]

A. Evelyn Herriott

[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 1st day of February A.D. 1895, personally appeared before me N. T. B. Herriott and wife A. Evelyn Herriott to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors, and acknowledged the same to be their voluntary act and deed.

I was qualified as a Notary Public on the 1st day of Oct. A.D. 1894 and my term of office as such expires on the 1st day of Oct. A.D. 1898.

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

(L.B.)

J. R. Bingle

Notary Public

Recorded Feb 7. 1895 at 5 o'clock P.M.

James Brooks

Register of Deeds