

exceed the legal rate of ten per cent., but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons past due, and also one year in advance upon the first mortgage, and may pay for any insurance required under the first mortgage, 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.

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 to mort
 Chas R. Metcalf
 R. E. Metsker

Philip Metsker [Seal]
 Barbara F. Metsker [Seal]

State of Kansas }
 Douglas County } ss.

Be it Remembered, That on this 1st day of November A.D. 1895 before me, a Notary Public in and for said County and State, came Philip Metsker and Barbara Metsker 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.

(J. B.)

C. M. Munter

My commission expires January 23, 1896.

Notary Public

Recorded Nov 1, 1895 at 3 o'clock P.M.

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 five. Witnesseth, that Amelia Goffman and husband ~~Frank G. Goffman~~ of the county of Douglas and State of Kansas, party of the first part, for and in consideration of Seven hundred ^(\$700.00) Dollars, covenants and Warrants to B. B. Power party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the county of Douglas and State of Kansas, to-wit: