

default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of ten per cent. per annum, computed annually on said 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 per cent.; 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 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, 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.

Nathaniel Benjamin *(Seal)*
Elizabeth J. Benjamin *(Seal)*

State of Kansas
County of Douglas } ss.

Be it Remembered, that on this 23^d day of November A.D. 1895 before me, a Notary Public in and for said County and State, came Nathaniel Benjamin and Elizabeth J. Benjamin 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)

O. M. Munter

My commission expires 23^d day of January A.D. 1896.
Recorded Nov 29, 1895 at 9²⁰ o'clock A.M.

Notary Public

James Brooks

Register of Deeds.