

the time when any such failure in any payment shall occur, as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments, lien claims or prior liens, and officers fees and expenses on account thereof, with interest at the rate aforesaid, and it shall be lawful in such ^{case} for the said party of the second part, its successors or assigns, to grant, sell, and convey the said real estate, with the appurtenances therunto belonging, at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs and assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that they will pay to the said party of the second part, its successors or assigns, all expenses incurred in procuring and continuing abstracts of title for the purposes of the foreclosure suit, and will pay, in addition to the taxable costs in such suit, an adequate and reasonable sum as a solicitor's or attorney's fee, the amount thereof to be fixed by the Court, and to be included, with the expenses for abstracts above mentioned, in the judgment or decree.

The said parties of the first part hereby covenant and agree to perform the covenants and conditions of this mortgage, without any relief from any valuation or appraisement laws, and hereby expressly waive appraisement, and waive and release all rights and benefits they have in said premises as a homestead under any act relating to the alienation and exemption of homesteads.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in presence of,

Geo. Seis

Louis Bergman

Christopher C. James

Matilda F. James

(Seal)

(Seal)

State of Kansas

Douglas County

ss. Be it remembered that on this twenty eighth day of January A.D. 1896, before the undersigned R. C. Manley, a Notary Public, in and for the county and State aforesaid, duly commissioned and qualified, personally came Christopher C. James and Matilda F. James his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly and severally acknowledged the execution of the same.

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

(Seal)

R. C. Manley