

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 10 percent per annum computed annually on said principal note, from the 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 ten percent; 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 percent, in any suit for foreclosure of this mortgage; and it shall be lawful for the part 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, Appraisements 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 percent per annum from the time of such 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 hand and seal the day and year first above written.

E. H. Van Hoesen. (Seal.)

Mary Van Hoesen. (Seal.)

State of Kansas,
County of Douglas, ss.

Be It Remembered, That on this 23 day of October A.D. 1897 before me, a Notary Public in and for said County and State, came Edward H. Van Hoesen and Mary Van Hoesen, husband & wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

W. H. Mason

Wm. H. Mason

Notary Public

My commission Expires Feb. 3, 1898.

Recorded Oct. 23rd 1897 at 12⁴⁵ o'clock A.M.

James Brook
Register of Deeds