

or remove any prior or outstanding title lien claim or incumbrance on the premises hereby conveyed with interest thereon at the rate of twelve per centum per annum from the time the said sum or sums of money may have been respectively so advanced and paid until the same are repaid all of which said sum or sums of money and the interest & accretion thereon shall also be a charge upon said premises and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is further agreed that in case of default in the payment of said bond or any part thereof or any of the sums of money to become due herein specified according to the tenor and effect of said bond or in case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed therein and in that case the bond secured hereby shall bear interest at the rate of twelve per centum per annum from this 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 hereinafter 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.

Jacob Shultz

Repeykheth J. Shultz ^{her husband}

State of Kansas }
Douglas County

I, Alvin Schellack a Justice of the Peace in and for said County and State do hereby certify that on this twenty eighth day of October A.D. 1882 personally appeared before me Jacob Shultz and Repeykheth J. Shultz husband and wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage and who acknowledged the same to be their voluntary act and deed. I was elected and qualified as a Justice of the Peace in and for Cedar Township in February A.D. 1882 and my term of office as such expires on the first month of February A.D. 1884.

In Testimony Whereof I have hereunto set my hand