

due and payable; and in case of such default of any sum covenant 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 12 per cent. 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 12 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 twelve 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 Appraisalment 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 twelve per cent per annum from the time of said default until paid together with the costs and charges of making such sale and as reasonable attorneys fees for 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.

J. M. Smith *[Signature]*
Marinda Smith *[Signature]*

State of Kansas }
County of Douglas }

Be it Remembered That on this 15th day of December A.D. 1882 before me Notary Public in and for said County and State came John M. Smith and Marinda Smith 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.

B. W. Griffith

Notary Public.

[Signature]
My Comm. expires May 17th 1884.

Recorded December 15th 1882 at 10²⁵ O'clock A.M.

Attest
Register of Deeds.