

become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part and in case of such 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 12 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 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 insurances and may recover for all such payments with interest at twelve percent in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part his executor administration 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 twelve percent. per annum from the time of said default until paid together with the costs and charges of making such sale, and a reasonable attorneys 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.

Carson Hicks

Sophronia M. Hicks

EEB

EEB

State of Kansas }
County of Douglas }

Be it Remembred That on this 17th day of February A.D. 1883 before me a Notary Public in and for said County and State came Carson Hicks and Sophronia M. Hicks his wife to me personally known to be the same persons who executed the foregoing instrument 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.

EEB

L. O. C. Griffith

Notary Pub.

Commences May 17th 1884

Recorded February 19th 1883 at 2²⁵ O'clock P.M.

W. H. Arnold
Register of Deeds.