

thereafter exercised without notice to the parties of the first part but the legal holder of this mortgage may at his option pay or cause to be paid the said taxes and assessments so due and payable and charge them against said parties of the first part and the amounts so charged shall be an additional lien upon the said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured together with interest at the rate of six per cent per annum payable annually until fully paid and discharged but whether the party of the second part elect to pay such taxes and assessments or not it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner the said note and the whole of said sum shall immediately become due and payable and said mortgagee or his assigns may immediately cause this mortgage to be foreclosed and shall be entitled to the immediate possession of the premises and the rents issues and profits thereof And said parties of the first part hereby promise and agree to and with said party of the second part that in any action that may be brought for any amount that may be due and unpaid upon said notes or by virtue of any of the provisions of this mortgage or to enforce the same the party of the second part or his assigns shall be entitled to and may recover and receive of and from said parties of the first part a reasonable attorneys fee for services in such action and such attorneys fee together with interest at the rate of six per cent per annum after judgment rendered therefor shall be an additional lien upon the property hereby mortgaged and shall be included in any judgment rendered in any action as aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured And the said parties of the first part hereby waive all benefits of the stay valuation or appraisal laws of the State of Kansas

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

Elias W. Rake { Seal }

Leah A. Rake { Seal }

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this ninth day of March A.D. 1883 before me Wm. T. Sinclair a Notary Public in and for the County and State aforesaid came E. W. Rake and Leah A. Rake his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly