

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 notes from the date thereof to the time when the money shall be actually paid, and any payment 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 may pay the interest coupons upon the first mortgage, 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 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 per cent. per annum from the time of said 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 hands and seals the day and year first above written.

Madison L. Powell seal

C. A. ^{his} Powell seal
mark

State of Kansas }
County of Douglas } ss.

Be it remembered, That on this Eleventh day of January A.D. 1884 before me a Justice of the Peace in and for said County and State came Madison L. Powell and C. A. Powell 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

on the original instrument as the following instrument