

become due herein specified, according to the tenor and effect of said notes, or in case of the breach by the said party of the first part of any of the covenants or agreements herein, or in said notes mentioned by said first party to be performed, then 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 notes, with interest accrued thereon, and the aforesaid penalties thereon shall thereupon, each and every one of them, become and be at once due and payable and bear interest from date at 12 per cent per annum.

And in case of the foreclosure of this mortgage, party of the first part agree to pay ten per cent. attorney's fees upon the amount to be recovered herein, said fee to be due and payable on filing petition for foreclosure. Appraisement hereby waived or not, at the option of the said second party.

In Testimony Whereof The said party of the first part have hereunto set their hands and seals the day and year first above written.

Charles Bartholomew Seal

Samuel Bartholomew Seal

William Bartholomew Seal

State of Kansas }
Douglas County } ss.

I James Brooks a Notary Public in and for said County and State, do hereby certify that on this Fourteenth day of January A. D. 1884, personally appeared before me Charles Bartholomew and Samuel Bartholomew and William Bartholomew to me personally known to be the identical persons who executed and whose name are affixed to the foregoing mortgage as grantors and acknowledged the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.