

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 note 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 have 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 seven 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 appraisement 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.

State of Kansas } ss.
County of Douglas }

Samuel P. Peffly 

Mary C. Peffly 

Be it Remembered that on this fourth day of April A.D. 1884 before me a Notary Public in and for said County and State came Samuel P. Peffly and Mary C. Peffly his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year