

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 or his assigns, interest at the rate of ten per cent per annum computed semi-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 ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons past due, and also one year in advance, upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators or 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 ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale.

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

Wm. L. Burdick. (SEAL)

Nellie De F. Burdick. (SEAL)

State of Kansas, County of Douglas, SS:

Be It Remembered, That on this 10- day of February A.D. 1908 before me, a Notary Public in and for said County and State, came William L. Burdick and Nellie De F. Burdick 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 and affixed my official seal on the day and year last above written.

My commission expires Jan. 23- 1912. (SEAL) C.M.Wanter, Notary Public.

Recorded Feb. 11, A.D. 1908 at 10.20 A.M.

Register of Deeds.

Deputy.

Wm. L. Burdick
Nellie De F. Burdick

(The following is endorsed on the original instrument. Recorded in Book 43 Page 597.)
Assignment of Mortgage.

For and in consideration of Fifteen hundred dollars (1500.00) to me in hand paid, the receipt whereof is hereby acknowledged. Willis K. Folks the mortgagee within named does hereby assign & transfer to Walter G. Moodie or his assigns the note by the within mortgage secured & does hereby assign transfer & set over unto the said Walter G. Moodie or his assigns all his rights