

paid to extinguish or release any prior or outstanding title or lien on said premises and twelve per cent interest thereon less the amount of interest which may have been paid on said indebtedness, and each and all of said sums which said holder is so entitled to recover may be included in any judgment rendered in any suit instituted for the foreclosure of this mortgage. And it is further agreed and stipulated that in the event of the failure to pay any said sums of money, or any part thereof as above provided, the said second party or assignee shall be at once entitled to and may at his option by himself or agent take immediate possession of said property and rent or cultivate the same and shall account to said first party only for the net profits thereof.

It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Appraisement waived.

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

Attest:

Peter Bell,

William Smith 
 Marica F. ^{Wife} Smith 
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State of Kansas, Douglas County, ss.

Be it Remembered that on this 20 day of May A.D. 1884 before me the undersigned, a Notary Public in and for the County and State aforesaid, came William Smith and Marica F. Smith husband and wife who are personally known to me to be the same persons who executed the foregoing instrument and they duly acknowledged the execution of the same to be their voluntary act and deed.

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



Peter Bell

Commission expires June 20th 1885.

Notary Public

Recorded May 21st 1884 at 3⁴⁰ O'clock P.M.

Alfred Arnold
 Register of Deeds,