

the date thereof to the when the money shall be actually paid any payments 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 and the said party of the first part hereby expressly agrees that if suit be instituted on said promissory note and for the foreclosure of this mortgage a sum equal to ten per cent upon the amount due on said note shall be added to the same and included in any judgment rendered thereon as attorneys fees for collection and services. But if said suit after being instituted shall be settled before judgment is rendered then half said amount shall be paid as said attorneys fees.

And the said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings on said premises in the sum of One Thousand Dollars in such companies as the said party of the second part or the legal holder of said note may elect such policies of insurance shall be made payable in case of loss to said party of the second part or to the legal holder of said note, and shall be delivered to and held by him as collateral and additional security for the payment of any and all of the above mentioned sums.

All appraisement and stay laws are hereby expressly waived. And the said party of the first part for themselves and their heirs executors and administrators covenant to and with the said party of the second part that the said party of the first part are lawfully seized in fee of the premises hereby conveyed and have good right to sell and convey the same as aforesaid that the said premises are free and clear from all incumbrance that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Executed in Presence of
 Peter Bell
 H. G. McIlvany

Martin W. Mettaker
 Mary E. Mettaker

State of Kansas }
 Douglas County }

Be it Remembered that on this twentieth day of February in the year of our Lord one thousand eight hundred and eighty five Martin W. Mettaker and Mary E. Mettaker his wife who are personally known to the undersigned, a Notary Public in and for the County and State aforesaid to be the identical persons who executed