

granted in 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 twelve per cent per annum from
 the time of said default until fully paid together with the costs
 and charges of making such sale, and a reasonable attorneys fee for
 the foreclosure of this mortgage to be paid as other costs in the suit.

In Witness Whereof, the said party of the first part
 has hereunto set his hand and seal the day and year first above
 written.

Moses M. Miller

State of Kansas }
 County of Douglas }

Be it remembered that on this 31st day of
 December A.D. 1880 before me a Notary Public in and for said
 county and state came Moses M. Miller to me personally, known
 to be the same person 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.

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R. L. Garrison
 Notary Public.

Recorded December 31st 1880 at 2 O'clock P.M.

H. H. Gould
 Register of Deeds.

This Indenture made this thirty first day of December in the
 year of our Lord one thousand eight hundred and eighty between
 Charles Cox and Elizabeth O Cox his wife of the Township of
 Cadron in the county of Douglas and State of Kansas of the
 first part and George H. Pew of the second part

Witnesseth that the said parties of the first part in
 consideration of the sum of Twenty four hundred Dollars
 to them duly paid the receipt of which is hereby acknowledged
 have sold and by these presents do grant bargain sell and
 mortgage to the said party of the second part his heirs and
 assigns forever all that tract or parcel of land situated in