

of the second part his executors administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law, and out of all the money arising from such sale to retain the amount then due for principal and interest, and also for statutory damages in case of protest together with the costs and charges of making such sale and thirty per cent. on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the sale to the said William Hoorn his heirs or assigns; and for the said consideration the said parties of the first part hereby waive appraisement of said real estate.

And Witness Whereof the said parties of the first part have hereunto set their hand and seal the day and year last above written.

William ^{high} Horn read
Lutitia ^{her} & Horn read
^{marks} ^{marks}

Signed, Sealed and Delivered in the Presence of
John M. Rankin
L. J. Vorden.

State of Kansas }
County of Douglas }

Be it remembered that on this 4th day of January
A.D. 1881, before me a Notary Public in and for said county and
State came William Horn and Louisa Horn his wife to me
personally known to be the same person who executed the foregoing
instrument and duly acknowledged the execution of the
same.

For Witness Whereof I have hereunto subscribed my name and
affixed my official seal on the day and year last above written.

J. A. Pliss

Notary Public

Recorded January 5th 1881 at 11²⁵ O'clock A.M.

D. J. Donald
Register of Deeds.