

tain 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 ten percent on the amount secured by this mortgage, as a reasonable attorneys fee for foreclosure hereof, and the overplus if any there is, shall be paid by the party making such sale, to the said Henry Earnshaw and Mary Earnshaw their heirs or assigns and for the said consideration, the said parties of the first part hereby waive appraisement of said real estate.

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

Signed, Sealed and

Delivered in the

Presence of:

Andrew Douglas

Henry Earnshaw

{seal}

Mary Earnshaw

{seal}

State of Kansas }
County of Douglas } 35

Be it Remembered, That on this fifteenth day of March. A.D. 1881 before me, a Justice of the Peace, in and for said County and State, came Henry Earnshaw to me personally known to be the same person who executed the foregoing instrument, and he acknowledged the execution of the same.

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

Andrew Douglas

Justice of the Peace

Recorded April 27th 1881 at 11⁵⁰ A.M.

Jefferson
Register of Deeds