

as provided that this mortgage shall become payable and it shall be lawful for said parties 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 charges in case of protest together with the costs and charges of making such sale and so per cent on the amount secured by the mortgage as a reasonable attorneys fee for foreclosure thereof and the surplus if any there be shall be paid by the party making such sale to the said T. Mr. Raley and Josephine his wife 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 first above written.

Signed & Sealed T. Delinard, in the Presence of } T. Mr. Raley
 Chas. Pitta } Josephine Raley

State of Kansas } ss.
 County of Douglas }

Be It Remembered that on this 21st day of Nov. A.D. 1881 before me a Notary Public in and for said County and State came T. Mr. Raley and Josephine his wife to me personally known to be the same persons who executed the foregoing instrument and duly 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 first above written.

L.S.

Charles Pitta

Notary Public.

My Notarial Commission expires Jan'y. 28th 1882.

Recorded November 22nd 1881 at 2¹² O'Clock P.M.

A. J. Hornold
 Register of Deeds.