

when this conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said party of the second part his successors and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereto waived or not at the option of the party of the second part his successors or assigns and out of all the moneys arising from such sale to retain the amount due him for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and reasonable attorney's fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the overplus if any, then be shall be paid by the party making such sale on demand to the said William H Fluke his heirs and assigns.

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

William H. Fluke   
Hester E Fluke 

State of Kansas  
County of Douglas <sup>ss.</sup>

(B) It is Remembred that on this Twentieth day of November A.D. 1881 before me a Notary Public in and for said County and State known William H Fluke and Hester E Fluke his wife to me personally known to be the same person who executed the foregoing instrument did acknowledge 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

  
John A. Hayes  
Notary Public

Commission Expires Jan'y 31. 1883.

Recorded March 27<sup>th</sup> A.D. 1882 at 4<sup>o</sup> o'clock P.M.

S. J. Connell  
Register of Deeds