

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 ten per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof, and the overplus, if any there be, shall be paid by the party making such sale, to the said Abby Pickens or her heirs or assigns; and for the said consideration, the said party of the first part hereby waives appraisement of said real estate.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year last above written signed, Sealed and Delivered Abby <sup>her</sup> Pickens <sup>Seal</sup>  
in the presence of

A. B. Barreau

Witness to Mark

State of Kansas  
County of Douglas

Be it Remembered, That on this 23<sup>rd</sup> day of July A.D. 1886 before me, a Notary Public in and for said County and State, came Abby Pickens unmarried to me personally known to be the same person 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 last above written,

*D. L. Stoadley*

D. L. Stoadley

Notary Public

My Commission expires March 7 1888

Recorded July 27, 1886 at 12 O'clock M.

B. J. Holm

Register of Deeds