

up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part her executors, administrators or assigns; and out of all the money arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and a 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 there be, shall be paid by the party making such sale, on demand, to the said J. B. Davis his heirs or 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.

J. B. Davis [seal]

Emma Davis [seal]

State of Kansas)
Douglas County } ss.

Be it Remembered, That on this 21 day of November A. D. 1887 before me a Justice of the peace in and for said County and State, came J. B. Davis and Emma Davis his wife 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.

George Sheeley
Justice of the Peace

Recorded Nov. 21, 1887 at 4⁴⁰ O'clock P. M.

B. J. Hunt

Register of Deeds