

whole shall become due and payable, and it shall be lawful for said party 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, appraisement hereby waived or not, at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys 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 \$20⁰⁰ 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 Alfred M. Holmes and Eveline L. Holmes his wife their 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.

Signed sealed and delivered
in the Presence of
C. C. Dallas.

Alfred M. Holmes [seal]
Eveline L. Holmes [seal]

State of Kansas)
Douglas County } ss.

Be it Remembered, That on this 9th day of Dec. A. D. 1887 before me, a Notary Public in and for said County and State, came Alfred M. Holmes and Eveline L. Holmes, husband and wife who are 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 last above written.



Chester C. Dallas
Notary Public

My Commission Expires Dec. 15, 1890

Recorded Dec. 12, 1887 at 8²⁸ O'clock A. M.

B. J. Hartn

Register of Deeds