

at the option of the party of the second part, and the said party of the first part hereby authorize and fully empower the said party of the second part, its representative or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof in the manner prescribed by law, appraisement hereby waived; and out of all the money arising from such sale, to retain the amount then due for principal and interest, together with the costs & charges of making such sale, and any money advanced for the payment of taxes or other liens, and a reasonable sum as attorney's fees for foreclosure of this mortgage, the said fees to be due and payable on filing petition for foreclosure, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part their heirs or assigns.

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

J. H. Arter seal
 Minnie Arter seal

State of Kansas
 County of Douglas } ss.

Be it Remembered, That on this Seventeenth day of December A.D. 1887, before me a Notary Public in and for said County & State, came J. H. Arter & Minnie Arter Husband and 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 last above written.

J. H. Hill, Notary Public.
 Place of residence Lawrence to my commission expires April 16th 1889
 Recorded March 31, 1888 at 10³⁰ o'clock A.M.

James Brooks
 Register of Deeds.

This Indenture, Made this Eighth day of March in the year of our Lord one thousand eight hundred and Eighty Eight, between David Shuck an unmarried man of Reosmpton in the County of Douglas and State of Kansas, of the first part and Henry Stevens of the same place of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Sixteen Hundred (\$1600⁰⁰) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said