

the moneys 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 & charges of making such sale, and five per cent. on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosure hereof and the surplus, if any there be, shall be paid by the party making such sale, to the said party of the first part his heirs or assigns; and for the said consideration, the said party of the first part hereby waive appraisal of said real estate.

In Witness Whereof, The said party of the first part, has hereunto set his hand & seal the day & year last above written.

Henry C. Bencon *[Signature]*

State of Kansas,
County of Douglas } ss.

Be it Remembered, That on this seventh day of July A.D. 1888 before me, a Notary Public in and for said County & State, came Henry C. Bencon to me personally known to be the same person who executed the foregoing instrument, & 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.

[Signature]

D. L. Stoadley

My Commission Expires March 7th 1892

Notary Public

Recorded July 7, 1888 at 10 o'clock A.M.

James Brooks
Register of Deeds.

Know all Men by these Presents, That I Boris Wolterdorff of the County of Cook and State of Illinois for and in consideration of one dollar, and for other good and valuable considerations the receipt whereof is hereby confessed, do hereby remise, convey, release and quit-claim, unto John Schreiner and Catherine Schreiner his wife of the County of Douglas and State of Kansas all the right, title, interest, claim, or demand whatsoever I may have acquired in, through, or by a certain Mortgage bearing date the twenty first day of December A.D. 1886, and recorded in the Recorder's Office of Douglas County,