

cover for all such payments, with interest at ten per cent, in any suit for foreclosure of this mortgage; and it shall be lawful for the 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 waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

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

C. A. DeWitt



Emily A. DeWitt



by C. A. DeWitt her Attorney in fact 

State of Kansas,
County of Douglas ^{SS.}

Be it Remembered, that on this 16th day of November A.D. 1889 before me a Notary Public in and for said County and State, came C. A. DeWitt and Emily A. DeWitt (his wife) by C. A. DeWitt her attorney in fact to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal on the day and year last above written.



I. L. Steele

Notary Public

My commission expires the 17 day of June A.D. 1890.

Recorded Nov 16, 1889 at 11⁴⁵ o'clock A.M.

James Brooks
Register of Deeds

Whereas, John Rankin and Augusta Rankin husband and wife by mortgage bearing date of Feb 27, 1880 for the consideration therein mentioned and to secure the amounts therein specified, did convey and mortgage certain lands therein described, of which the land hereinafter described is a part, unto Henry Gay and now Henry Gay at the request of the said John Rankin & Augusta Rankin has agreed to give up and surrender the lands hereinafter described, to the said John Rankin & Augusta Rankin or their assigns, and to hold and retain the residue