

ment, 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 attorneys 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.

James B. Deay  
Rosa G. Deay

(Seal)

(Seal)

State of Kansas  
County of Douglas } ss.

Be it Remembered, that on this 22<sup>d</sup> day of March A.D. 1894 before me, a Notary Public in and for said County and State, came James B. Deay and Rosa G. Deay his wife 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.

(L. 13)

C. M. Mauter

My commission expires the 23<sup>d</sup> day of January A.D. 1896.  
Recorded March 22. 1894 at 10<sup>30</sup> o'clock A.M.

Notary Public

James Brooks  
Register of Deeds

This Indenture, Made this 14<sup>th</sup> day of March, in the year of our Lord one thousand eight hundred and ninety four between James B. Deay and Rosa G. Deay husband and wife (being of lawful age of the County of Douglas and State of Kansas, of the first part, and Milder L. McEaly of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Fifty nine &  $\frac{03}{100}$  Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: The West half of the South East Quarter of Section No Thirty five (35) in Township No. Thirteen (13) of Range No Twenty (20) with the appurtenances and all the estate, title and interest of the said parties of the first part therein and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above