

scribed by law, Appraisal claimed 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 attorneys fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

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

M. R. Anderson

(Seal)

State of Kansas
County of Douglas } ss

Be it Remembered, that on this 30th day of December A.D. 1895 before me, a Notary Public in and for said County and State, came M. R. Anderson a single man to me personally known to be the same person 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.

(Seal)

C. M. Minter

My commission expires the 23rd day of January A.D. 1896.

Notary Public

Recorded Dec. 31, 1895 at 1 o'clock P.M.

James Brooks

Register of Deeds

This Indenture, Made this Thirty first day of December A.D. 1895 by and between T. F. Newby and Sarah Newby Husband and Wife of Lawrence County of Douglas and State of Kansas, parties of the first part, and The Atlas Building and Loan Association of Lawrence, Kansas, party of the second part.

Witnesseth: That the parties of the first part, in consideration of the sum of Seventy five Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lot Eighty five (85) New Jersey Street in the City of Lawrence to have and to hold the same together with all and singular the tenements, hereditaments and appurtenances therunto belonging.

The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and in-