

or assigns, to grant, sell, and convey the said real estate, with the appurtenances therunto belonging, at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs and assigns forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the foreclosure of this mortgage, the said party of the first part, for himself, his heirs, representatives and assigns, covenants and agrees that he will pay to the said party of the second part, its successors or assigns, all expenses incurred in procuring and continuing abstracts of title for the purposes of the foreclosure suit, and will pay, in addition to the taxable costs in such suit, an adequate and reasonable sum as a solicitors or attorneys fee, the amount thereof to be fixed by the Court, and to be included, with the expenses for abstracts above mentioned, in the judgment or decree.

The party of the first part hereby covenants and agrees to perform the covenants and conditions of this mortgage, without any relief from any valuation or appraisement laws, and hereby expressly waives appraisement, and waives and releases all rights and benefits he has in said premises as a homestead under any act relating to the alienation and exemption of homesteads.

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

Signed, sealed & delivered in presence of

Frank J. Cairns

(Seal)

H. A. Cairns

J. H. Sheldon

State of Kansas,
Douglas County,

Be it remembered that on this fifteenth day of February A.D. 1896, before the undersigned J. H. Sheldon a Notary Public, in and for the county and state aforesaid, duly commissioned and qualified, personally came Frank J. Cairns who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly and severally acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written.

(Seal)

J. H. Sheldon

Notary Public

Commission expires Feb. 15th 1899.

Recorded Feb. 27. 1896 at 9:20 o'clock P.M.

James Brooke

Register of Deeds