

part thereof in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and a reasonable attorneys fee for foreclosure; and the surplus if any there be shall be paid by the parties making such sale on demand to the said parties of the first their heirs or assigns.

On Witnesses Whereof the said parties of the first part has hereunto set their hands and seals the day and year above written.

Signed, Sealed, & Delivered in the Presence of }  
 Mary Peltier }  
 State of Kansas }  
 County of Douglas }

Chas. Baldwin

C. H. Baldwin

On this 30<sup>th</sup> day of January A.D. 1883, before me as Justice of the Peace in and for said County came Chas. Baldwin and Etta Baldwin his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Wm. Gates, J. P.

Recorded February 2<sup>nd</sup> 1883 at 3 O'clock P.M.

Alfred Hornold  
 Register of Deeds.

This Indenture Made this First day of February, in the year of our Lord one thousand, eight hundred and eighty three, Witnesseth that Charles S. Duncan & Adaline H. Duncan husband and wife of the County of Douglas and State of Kansas party of the first part for an in consideration of Eleven Hundred Dollars convey and warrants to Francis P. Pierce party of the second part his heirs and assigns the real estate hereinafter described situated in the county of Douglas and State of Kansas to wit:

Lot numbered One Hundred and Thirteen (113) and One Hundred and fifteen (115) on Pennessie Street Lawrence Kansas according to the plat of said City. To secure the said party of the second part for an actual loan of money made to the said Charles S. Duncan and Adaline H. Duncan as evidenced by one certain Bond No. Seventy four hundred and two of Eleven Hundred Dollars of even date herewith in and by which said bond the party of the first part promise to pay to the order of Francis P. Pierce in lawful money of the United States of America the principal sum of Eleven Hundred Dollars five years after date thereof with interest thereon at the rate of seven per centum per annum interest payable semi-annually according to and upon presentation