

that in any action that may be brought for any amount that may be due and unpaid upon said notes or by virtue of any of the provisions of this mortgage or to enforce the same the party of the second part or his assigns shall be entitled to and may have recover and receive of and from said parties of the first part a reasonable attorneys fee for services in such action and such attorneys fee together with interest at the rate of ten per cent. per annum, after judgment rendered therefor shall be an additional lien upon the property hereby mortgaged and shall be included in any judgment rendered in any action as aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. And the said parties of the first part hereby waive all benefit of the stay, valuation or appraisement laws of the State of Kansas.

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

J. B. Parnham
Rachel A. Parnham

State of Kansas }
County of Douglas }

Be it Remembered That on this ninth day of February A.D. 1883 before me Joseph C. Biggs a Notary Public in and for the County and State aforesaid came Joseph B. Parnham and Rachel A. Parnham his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

(S)

Commission expires Febr. 16/84.

Joseph C. Biggs
Notary Public

Recorded February 14th 1883 at 5¹² O'clock P.M.

(H. H. Arnold)
Register of Deeds.

This Indenture Made this fourteenth day of February in the year of our Lord one thousand eight hundred and eighty three between William J. Evans unmarried of the County of Douglas and State of Kansas of the first part and Caroline Roberts of Columbus State of Ohio of the second part:

Witnesseth That the said party of the first part in consideration of the sum of Thirteen hundred Dollars to her duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that