

not kept up thereon then this conveyance shall become absolute, and the whole shall become due and payable and it shall be lawful for said party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part his executors administrators or assigns; and out of all the moneye 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 attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure and the overplus, if any there be shall be paid by the party making such sale, on demand to the said Hiram Gibbons and Ella Gibbons their heirs and assigns.

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

Hiram Gibbons seal

Ella Gibbons seal

State of Kansas Douglas County, ss.

Be it remembered, That on this 22nd day of November A.D. 1883 before me a Notary Public in and for said County and State came Hiram Gibbons and Ella Gibbons (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 Witness Whereof, I have hereunto subscribed my name and affixed my official Seal on the day and year last above written.

P.S.

J. H. Bonebrake

Notary Public

Term expires May 8th 1884

Recorded Dec. 1st 1883 at 11th o'clock a.m.

A. J. Honnold
Register of Deeds.