

of making such sale, and _____ per cent. on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof, and the overplus, if any there be shall be paid by the party making such sale, to the said H. H. Carr and S. E. Carr or their heirs or assigns; and for the said considerations, to said parties of the first part hereby waive appraisement of said real estate. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

H. H. Carr Seal

S. E. Carr Seal

State of Kansas County of Douglas, ss.

Be it remembered, That on this 4th day of January A. D. 1884 before me, a Notary Public in and for said County and State, came H. H. Carr and S. E. Carr 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.

L. S.

A. G. Richards, N. P.

Commission Expires Feby. 21/1886

Recorded Jan. 5th 1884 at 1.55 o'clock P. M.

A. J. Hornold
Register of Deeds.

This Indenture, made this fifth day of January in the year of our Lord one thousand eight hundred and eighty four between Franklin D. Cooley and his wife Emma T. Cooley of Lawrence in the County of Douglas and State of Kansas of the first part, and Aaron E. Platte of the second part: Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever all