

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 and also for statutory damages in case of protest together with the costs and charges of making such sale, and ten per cent. on the amount secured by this mortgage, as a reasonable attorneys fee for foreclosure hereof, and the overplus, if any there be shall be paid by the party making such sale, to the said parties of the first part or their heirs or assigns; and for the said consideration the 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.

Signed Sealed and Delivered in the Presence of } Dilsey & Thomas seal
 E. M. Sheller } her mark
 witness to both marks. Addison & Thomas seal
 her mark

State of Kansas
 County of Douglas } ss.

Be it remembered, That on this 25th day of January A. D. 1884 before me a Notary Public in and for said County and State, comes Dilsey Thomas and Addison Thomas her husband, 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.]

Mrs. P. Sinclair

Notary Public

My commission expires Sep. 10th 1884.

Recorded Jan. 25th 1884 at 2⁴⁵ o'clock P.M.

Al. H. Arnold

Register of Deeds.