

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 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 Edward W. Troup or his heirs or assigns; and for the said consideration the said party of the first part hereby waives appraisement of said real estate.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Edward W. Troup. [seal]

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this First day of February A. D. 1884 before me a Notary Public in and for said County and State came Edward W. Troup to me personally known to be the same person 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.

E. S.

H. E. Benson

Notary Public

Term Expires Jan 20/87.

Recorded Feb. 1st 1884 at 12th o'clock P. M.

Alfred Arnold
Register of Deeds.

This Indenture, Made this First day of February in the year of our Lord one thousand eight hundred and Eighty four between Reuben S. Sheely and Isabella Sheely his wife of Lawrence in the County of Douglas and State of Kansas of the first part and D. L. Hoodley of same County of Douglas and State of Kansas of the second part:

Witnesseth, That the said parties of the first part,