

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 five per cent. on the amount secured by this mortgage as a reasonable attorney's fee for foreclosure hereof, and the surplus if any there be, shall be paid by the party making such sale to the said John McKnight and Sarah Ann his wife their heirs and assigns: and for the said consideration, the said parties of the first part do 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, Delivered in the presence of

and witnessed by

Alvin Schenack

John McKnight Seal
 Sarah Ann ^{her} McKnight Seal
 mark.

State of Kansas }
 County of Douglas } ss.

Be it remembered, That on this first day of February A. D. 1884 before me Alvin Schenack a Justice of the Peace in and for said County and State, came John McKnight and Sarah Ann his wife, to me personally known to me 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 the day and year last above written.

Alvin Schenack

Justice of the Peace.

Recorded Feb. 5th 1884 at 12¹⁵ o'clock P. M.

Alfred
 Register of Deeds.