

money by him expended therefor, with interest thereon at the rate of 8 per cent per annum, shall be a lien under this mortgage on said real estate. And it is further agreed that in the event of the commencement of an action for the foreclosure of this mortgage upon any default being made, that the statutory attorney's fee shall become due from the first party to the second party, and shall be paid in the event of a settlement before a decree of foreclosure shall be obtained; and if a decree of foreclosure shall be entered, then the statutory attorney's fee shall be taxed by the Court and included in said decree.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year first herein written.

Walter R. Henry. (SEAL)

Sophonra Belle Henry. (SEAL)

State of Kansas, Finney County, SS:

Be It Remembered, That on the 30th day of December A.D. 1908 before the undersigned, F.R. Johnston a Notary Public in and for said County personally appeared Walter R. Henry and Sophronia Belle Henry to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed and that they executed the same for the purpose therein mentioned. Witness my hand and the day and year last above written.

(SEAL) F.R. Johnston, Notary Public.

My Commission expires Dec. 12- 1912.

Recorded Jan. 4- A.D. 1909 at 9.35 A.M.

Eric E. Christy
By *Eric E. Christy*

Register of Deeds.

Deputy.

Know all Men by these Presents, That The Mortgage & Debenture Company, Limited, does hereby certify that a certain Indenture of Mortgage, bearing date the 9th day of December A.D. 1898 made and executed by Samuel Iwig and Katherine B. Iwig (his wife) of the first part, to said The Mortgage & Debenture Company, Limited, of the second part, and recorded in the Office of the Register of Deeds of Douglas County in the State of Kansas, in Book 35 of Mortgages, on page 228 on the 9th day of January A.D. 1899 on the premises therein described as follows, to-wit: The west one hundred (100) acres of the north east quarter of Section Twenty Three (23) Township Twelve (12) South Range Seventeen (17) East of 6th P.M. 18, with the note accompanying it, fully paid, satisfied, released and discharged. Dated this 30th day of December A.D. 1908. (OVER)