

conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principals and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and reasonable attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand to the said John Emmett & Lydia H. Emmett heirs and assigns.

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 } John Emmett Eid
 A. L. Selig. } Lydia H. Emmett Eid

State of Kansas }
 County of Douglas

Be it Remembered That on this 1st day of July A. D. 1884 before me a Notary Public in and for said County and State came John Emmett and Lydia H. Emmett (husband and wife) 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.)

My commission expires Nov. 9th 1886.

August L. Selig
 Notary Public.

Recorded July 2nd 1884 at 10⁵⁰ O'clock A. M.

Alfred H. H. 
 Register of Deeds.