

premises and to have and receive all the rents and profits thereof. And the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party with the aforesaid interest thereon shall thereupon each and every one of them become and be at once due and payable. And in case of the foreclosure of this mortgage party of the first part agree to pay ten per cent. attorney's fee upon the amount to be recovered herein said fee to be due and payable on filing petition for foreclosure. Appraisement hereby waived or not at the option of the said second party. The first party agree to pay the charges for entering satisfaction of this mortgage upon the records.

In Testimony Whereof The said party of the first part have hereunto set their hands and seals the day and year first above written.

William A. Marshall 
 L. E. Marshall 

State of Kansas }
 Douglas County }

I, W. J. Patterson a Notary Public in and for said County and State do hereby certify that on this 3rd day of January A. D. 1885 personally appeared before me William A. Marshall and L. E. Marshall husbands and wife to me personally known to be the identical persons who executed and whose names are affixed the foregoing mortgage as grantors and acknowledged the same to be their voluntary act and deed.

I was qualified as a Notary Public on the 20th day of July 1884 and my term of office as such expires on the 20th day of July A. D. 1885.

In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

(23)

W. J. Patterson
 Notary Public.

Recorded January 3rd 1885 at 3²⁵ O'clock P. M.

A. J. Harold
 Register of Deeds.