

to said first party only for the net profits thereof. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise. Appraisement waived.

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

James R. Foy 
Mary J. Foy 

State of Kansas, Douglas County, ss.

Be it Remembered that on this 22nd day of June A. D. 1885 before me the undersigned a Notary Public in and for the County and State aforesaid came James R. Foy and Mary J. Foy husband and wife, who are personally known to me to be the same persons who executed the foregoing instrument and they duly acknowledged the execution of the same to be their voluntary act and deed.

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

W. S. McHenry
Commission expires June 6th 1888.

Notary Public.

Recorded June 22nd 1885 at 11¹² O'clock A. M.

Alf. Hornold
Register of Deeds.

The James R. Foy and Mary J. Foy husband & wife of Douglas County State of Kansas first party for the consideration of \$69⁷⁵/₁₀₀ do hereby sell and convey to The New England Loan & Trust Company of Des Moines Iowa second party the following described real estate wit The South West Quarter of Section Eight (8) in Township Fourteen (14) North of Range nineteen (19) East of the 6th P. M. Kansas, and we warrant the title against all persons and that said lands are free from all encumbrances whatever except as herein stated.

This Instrument to be void upon condition that said first party pay to said second party or its assigns fifty nine + ⁷⁵/₁₀₀ Dollars in ten installments according to the terms of a promissory note executed by said first party to said second party, bearing even date herewith.

This Mortgage is junior to a prior mortgage upon the