

manner prescribed by law; and 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 ~~one~~ 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 parties of the first part their successors or assigns and for the said consideration the said parties of the first part hereby waive appraisement of said real estate. The premises hereby granted and conveyed are the same as conveyed by the said party of the second part to the said parties of the first part by deed of even date herewith and this mortgage is given to secure a part of the purchase money mentioned in said deed.

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

Signed Sealed & Delivered in the Presence of }  
 Jos. E. Biggs  
 O. P. Barber

H. C. Patterson  
 Wm. Burton  
 Mark <sup>his</sup> Cox  
 J. M. Graham  
 James H. Buckley

State of Kansas } ss.  
 Douglas County }

Be it Remembered That on this twenty second day of June A.D. 1885 before me Joseph E. Biggs a Notary Public in and for said County and State personally appeared the above named H. C. Patterson William Burton, Mark Cox, J. M. Graham and J. H. Buckley to me known to be the identical persons who executed the foregoing instrument in writing and each duly acknowledged the execution of the same.

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

  
 Joseph E. Biggs

My commission expires Feb 12/1886.

Joseph E. Biggs  
 Notary Public

Recorded June 22<sup>nd</sup> 1885 at 4<sup>12</sup> O'clock P.M.

A. J. Arnold  
 Register of Deeds