

allowed by the Code of Civil Procedure and the Court making the decree of foreclosure is authorized to include in said decree the sum aforesaid upon demand of the Plaintiff in such foreclosure suit the parties of the first part do hereby expressly agree that in case the aforesaid J W Brayer shall foreclose this mortgage on lots 7 and 8 of Block 8 in Washington as aforesaid and shall cause to be sold said property to satisfy this mortgage if said property shall sell for more than the amount of said J W Brayer's mortgage then the surplus proceeds if any shall be payable immediately to the party of the second part herein in full satisfaction of his claim. In witness whereof we have hereunto set our hands and seals this the day and year first a fore written

Signed sealed and delivered in presence of
J. Silverstone
G. H. Fletcher

J. E. & F. Gurgan
Francis L. Gurgan.

Territory of Washington }
Cheney County }

Be it remembered that on the 20th day of July 1886 before me the undersigned a Notary Public within and for the County and State aforesaid personally appeared the within named J E & F Gurgan and Francis L Gurgan his wife who are personally known to me to be the persons described in and who executed the within instrument and acknowledged to me that they executed the same for the purpose therein mentioned and the said Francis L Gurgan wife of J E & F Gurgan appeared on a private examination made by me separate and apart from her said husband and the contents of said instrument having been fully made known to her (acknowledged)