

partly of the second part, as part of the consideration money for the sale of the said above described lands, this day sold by said Morris to said Johnson. And this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment, or any part thereof, as provided, then this conveyance shall become absolute, 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, 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 ten per cent on the amount secured by this mortgage, as a reasonable attorney's fee for foreclosing hereof, and the surplus, if any there be, shall be paid by the party making such sale, to the said Lars Johnson his heirs or assigns, and for the said consideration the said parties of the first part hereby waive appearance of said real estate.

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 & Delivered in the Presence of J. H. Slythe } Lars Johnson {seal}
 Johanna Johnson {seal}

State of Kansas }
 County of Douglas }

I do Remember That on this 23rd day of April, A. D. 1881, before me a Notary Public, in and for said County of State, came Lars Johnson and Johanna Johnson his wife, to me personally known to be the same persons who executed the foregoing instrument and they 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.

{T. G.} Vermont H. Harris
 Term expires Feb 6th 1884 } Notary Public Douglas Co Kansas

Recorded April 23rd 1881 at 4³⁰ P. M.

W. H. Arnold
 Register of Deeds