

payable annually and said interest to bear ten per cent interest from the time it becomes due until it is paid.

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 default, together with the costs and charges of making such sale and 10 per cent on the amount secured by this mortgage as a reasonable attorneys fee for conclusion hereof and the surplus if any there be shall be paid by the party making such sale to the said Rupert B. O'Brien and Sarah Ann O'Brien their heirs and assigns; and for the said consideration the said parties of the first part hereby waive appraisement 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 and Delivered in the Presence of
E. C. Baddeley,

Rupert B. O'Brien
Sarah Ann O'Brien

State of Kansas } ss.
County of Douglas }

Be it remembered that on this fifth day of July A.D. 1881 before me as Notary Public in and for said County and State came Rupert B. O'Brien and his wife Sarah Ann O'Brien to me personally known to be the same persons who executed the foregoing instrument and duly 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.

E. C. Baddeley

E. C. Baddeley

Notary Public,

Comm. expires Jan 17th 1885.

Recorded July 15th 1881 at 9⁵ O'clock A.M.

R. J. Arnold
Register of Deeds.