

date herewith for said sum payable one year from date to
 A. M. Gutterland or order with interest at the rate of ten per cent
 per annum after maturity, said note being signed by Silas H.
 Hamilton.

And this conveyance shall be void if such payment be made as is
 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 prem-
 ises 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 stat-
 utory damages in case of protest together with the costs and
 charges of making such sale and — per cent on the amount
 secured by this mortgage as a reasonable attorneys fee for fore-
 closure hereof and the overplus, if any, then to be paid by
 the party making such sale to the said Silas H. Hamilton, heirs
 or 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.

Silas H. Hamilton 
 Francis B. Hamilton 

State of Kansas }
 County of Douglas } ss.

Be it Remembered That on this 29th day of
 September A.D. 1881 before me a Notary Public in and for said
 County and State came Silas H. Hamilton and Francis B.
 Hamilton his wife to me personally known to be the same
 person who executed the foregoing instrument and duly ac-
 knowledged 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.

Dolon T. Williams Notary Public
 Term expires 3/13/85



Recorded September 29th A.D. 1881 at 11³⁵ A.M.

W. H. Donald
 Register of Deeds