

the rate of eight or ten per cent per annum payable annually  
 & signed by said Anderson Swift & A. H. Swift. 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 premises hereby granted or any part  
 thereof in the manner prescribed by law and out of all  
 the money 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 charge of making such sale and - in the  
 and in the amount secured by this mortgage as a  
 reasonable attorneys fee for services hereof and the surplus  
 if any there be shall be paid by the party making such  
 sale to the said Anderson Swift heirs or assigns and for  
 the said consideration the said party of the first part hereby  
 make assignment of said real estate.

In Witness Whereof the said party of the first part  
 has hereunto set his hand and seal the day and year  
 last above written.

Anderson Swift 2233

signed, sealed and delivered in the presence of

Witnessed by  
 Solomon T. Williams.

State of Kansas }  
 County of Douglas }

Be it Remembered that on this third day of  
 December A.D. 1881 before me as Notary Public in and for  
 said County and State came Anderson Swift to me personally  
 known to be the same person 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.

L. S.

Solomon T. Williams

Notary Public,

Lawrence, Kansas Dec. 3<sup>rd</sup> 1881

Recorded December 3<sup>rd</sup> 1881 at 4<sup>20</sup> O'clock P.M.

Attest  
 Register of Deeds.