

of the sum of Seventy Five (\$75 00) Dollars according to the terms of a certain Promissory Note of even date herewith made by said Margaret Nesbitt payable one year after date to the order of said Jas. B. Moore for Seventy five Dollars with interest at the rate of Eight per cent. per annum from date payable annually. 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 therein 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 thereof 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 per cent on the amount secured by this mortgage as a reasonable attorney's fee for enforcing hereof and the surplus if any thereof shall be paid by the party making such sale to the said Margaret Nesbitt her heirs or assigns and for the said consideration the said party of the first part hereby waives appraisement of said real estate.

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

Margaret Nesbitt { Seal }

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this 29th day of December A.D. 1881 before me a Notary Public in and for said County and State came Margaret Nesbitt 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.

J. H. Blythe Notary Public
{ Seal } Term expires Feb. 8. 1885

Recorded January 23d. 1882 at 10²⁵ o'clock A.M.

J. H. Arnold
Register of Deeds