

mortgage being given as part of the purchase money for above premises this day sold by parties of second to party of first part. And this conveyance shall be void if such payment be made as is herein specified. Be it 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 hereunto 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 five per cent. on the amount secured by this mortgage as reasonable attorneys fee for foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said Frank D. Wood his heirs or assigns and for the said consideration the said party of the first part hereby waives appraisement of said real estate.

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

Frank D. Wood.

Signed, Sealed & Delivered in the Presence of }
J. H. Plythe.

State of Kansas ss,
County of Douglas

Be it Remembered That on this 18th day of May A.D. 1882 before me a Notary Public in and for said County and State came Frank D. Wood 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.

J. H. Plythe

Term expires Feb. 8th 1885.

Notary Public,
Douglas County Kansas.

Recorded May 19th 1882 at 9²⁵ O'clock A.M.

A. J. Hornold
Register of Deeds.