

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 her 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 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 foreclosure hereof and the surplus if any there be shall be paid by the party making such sale to the said B. J. Messenheimer him or assigns and for the said consideration the said party 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 this day of ^{the} last above written.

B. J. Messenheimer {seal}

Jane Messenheimer {seal}

State of Kansas
County of Douglas } ss.

Be it Remembered That on this seventh day of September A.D. 1882 before me a Notary Public in and for said County and State came B. J. Messenheimer and Jane Messenheimer 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.

[LS]

Solow J. Williams Notary Public
Commission Expires May 13 1885

Recorded September 8th A.D. 1882 at 4²⁰ P.M.

A. H. Arnold
Register of Deeds