

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 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 10 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 Nathan Cushingbery or his heirs 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 party of the first part have hereunto set their hands and seals the day and year last above written.

Signed, Sealed and Delivered in the Presence of
Attest to marks.

Wm. D. Sinclair

Nathan ^{his} Cushingbery (seal)
Matilda ^{her} Cushingbery (seal)
mark.

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 30th day of June A.D. 1885 before me a Notary Public in and for said County and State, came Nathan Cushingbery and Matilda C. Cushingbery his wife to me personally known to be the same persons 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.)

Wm. D. Sinclair

Comm. expires Sept. 9. 1888.

Notary Public

Recorded July 18th 1885 at 10²⁰ O'clock A.M.

Alfred J. Sennott
Register of Deeds.