

Topeka Kansas, value received with interest at 9 per cent per annum payable annually. Due Feb. 1st 1888. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole shall be due and payable, 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, appraisement hereby waived or not, at the option of the party of the second part his executors administrators or assigns; 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 a reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale, on demand, to the said George M. Brubaker his heirs and assigns. In Witness Whereof, The said party of the first part has hereunto set hand and seal the day and year last above written.

George M. Brubaker 

State of Kansas }
County of Douglas }

Be it Remembered, That on this 17th day of Dec. A.D. 1885 before me a Justice of the Peace in and for said County and State came George M. Brubaker 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.

Jas. A. Davidson
Justice of the Peace