

certain note dated May 16, 1883 drawn for Five Hundred Dollars bearing 8 per cent interest ^{payable} on or before the first of March 1884. And this conveyance shall be void 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 parties of the second part their 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 overplus if any there be shall be paid by the parties making such sale to the said Samuel W. Nye 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 his hand and seal the day and year last above written

S. W. Nye { Seal }

State of Kansas }
County of Douglas } ss.

Be it Remembered That on this ninth day of June A. D. 1883 before me N. O. Stevens County Clerk in and for said County and State came S. W. Nye of Vinland Kansas 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

L. S.

N. O. Stevens County Clerk

Recorded June 9th. 1883 at 11²⁰ o'clock A. M.

A. H. Arnold
Register of Deeds