

"Brought Forward"

Ezekiel A Coleman to the said parts of the second part; and this covenance shall be void if such payment be made as herein specified. But if default be made in the payment or any part thereof, as above provided, then it shall be lawful for the said party of the second ^{part}, his Executors, administrators or assigns, at any time thereafter to sell the premises here by 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 together with the costs and charges of making such sale, and the attorneys fees for foreclosure, and the surplus if any there be shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs or assigns.

In Witness Whereof the parties of the first part have hereunto set their hands and seals this day and year first above written

Signed sealed and delivered

in presence of

C. D. Ladd

E. A. Coleman (seal)

M. J. Coleman (seal)

County of Kansas Douglas County. St= On this 16th day of August in the Year one thousand Eight hundred and fifty Eight before me the subscriber personally appeared Ezekiel A Coleman and Mary J Coleman to me known to be the same persons described in and who Executed the above instrument and acknowledged that they Executed the same; and the said Mary J. Coleman on a private Examination by me apart from her said husband acknowledged that she Executed the same freely, and without any fear or compulsion of her said husband.

C. D. Ladd

(seal)

Notary Public

Recd for record August 16. 1858. at 3 o'clock P.M.