

"Brought Forward"

Conveyed to them by any authority or by any person or persons by virtue of a title to the Town site of the said City of Lawrence issuing from the General Land Office. In case default be made in the payment of the aforesaid Note as above provided the said parties of the first part do by their presents authorize & Empower and instruct the said party of the second ^{and third} part as aforesaid, to sell and dispose of the property herein conveyed by public sale, giving ten day public notice of said sale, or in such other manner as the said trustee shall elect, and at such time after such default, as he shall be satisfied thereto by written notice from the said parties of the third part their heirs or assigns, and he shall apply the proceeds of such sale after paying the Expenses and costs thereof, and such other legal costs as shall have been made to the payment of the aforesaid indebtedness to the said parties of the third part their heirs or assigns; the remainder after making such payment if any there be, shall be paid over by said party of the second part, to said party of the first part their heirs or assigns; the said parties of the first part hereby waiving and relinquishing all right of redemption and foreclosure in the premises, And the said party of the second part hereby ^{and third} covenants and agrees to and with the said parties of the first part, their heirs and assigns, that he will ^{will} and truly make over and convey the said property as herein before provided at such time as he shall be legally required to do so, and such kind and quality of Emoryer and the transfer of such title as shall have been made conveyed to him for such purpose; and to pay over to the said parties of the first part their heirs or assigns, all moneys and proceeds of such sale which shall remain after the payment of all legal demands against the same. In Witness Whereof the said parties of the first and second parts have hereunto set their hands and seals this twenty Eight day of August A.D. 1858,

Hermon Green
Clayton J. Totten
E. D. Ladd

Seal
Seal
Seal

"Forward"