

"Bought Howard"

thruafter at the rate of three per cent a
month until paid. according to the
condition of a certain promissory note
this day Executed and delivered by the
said Thomas J. Simmons to the said party
of the second part; and this conveyance
shall be void if such payment be made
as herein specified. But if default be made
in payment or any part thereof as above
provided, then it shall be lawful for the said
party of the second; and this conveyance shall
be void if such payment be made as herein
specified. His Executors administrators and
assigns, at any time hereafter 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
together with the costs and charges of making such
sale his 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.

Thomas J. Simmons

County of Kansas,
Douglas County.

On this twenty fourth day
of August A.D. 1858, before me a Notary Public
in for said County, came Thomas J. Simmons
personally known to me to be the person described in and who
Executed the above conveyance as a party thereto and acknowledged
the same to be his own free act and deed.

Red Aug 27/58. 7 PM.

E D Ladd. Notary Public

of James C. Sands the mortgage
also being acknowledged by said mortgage and the debt hereby secured
Witness my hand this 24th day of September 1863
J. D. Ladd