

promissory Note the day Executed and delivered by the said Josiah Miller to the said James C. Horton payable three months from date to the said party of the second part or his order; and this Emoyance shall be void if such payment be made as herein specified. But if default be made in the payment to be made as in the payment on 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 hereby granted, on 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 inclosure, and the surplus if any there of shall be paid by the party making such sale, on demand, to the said Josiah Miller his heirs or assigns - In witness whereof the party of the first part has hereunto set his hand and seal the day and Year first above written

Signed sealed and Delivered
in presence of

Josiah Miller (S.S.)

Wentons of Kansas Douglas County ss =
On this Twenty first day of October in the Year One thousand Eight hundred and fifty Eight, before me, the subscriber, personally appeared Josiah Miller to me known to be the same person described in; and who Executed the above instrument, and acknowledged that he Executed the same,

Caleb S. Pratt

Seal

Notary of the Probate Court
in Douglas County KS.

Recd. Oct 21. 1858. at 4 o'clock PM.