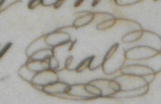


to his and their only proper use and ~~being~~ benefit. subject nevertheless to the rents covenants provisions and conditions in the said Indenture of lease mentioned heretofore. Provided always and these presents are upon this Express Condition that if the party of the first part shall well and truly pay ~~or cause~~ unto the said party of the second part two certain promissory notes of even date herewith, given by the party of the first part and payable to said Matthias Solomon or order one of said notes being due six months after date, and the other of said notes being due twelve months after date Each of said two promissory notes bearing for four hundred and Eighteen and 50/100 Dollars principal & ten per cent per annum Interest from date) and interest thereon at the time and manner mentioned in said notes. that then and from thenceforth, these presents shall be null and void and the Estate hereby granted shall cease and determine any thing herein before contained to the contrary in any wise notwithstanding ^{shall} But if default ^{shall} be made in the payment of said sum of money or any part thereof or the interest or any part thereof at the time when the same shall become due according to the tenor of said promissory notes then and from thenceforth it shall be lawful for the said party of the second part and his assigns to sell transfer and remove all the rest residue & term of years remaining and all other the right title and interest of the said party of the first part of us and to the same at public auction according to law and out of the moneys arising from such sale to retain the principal and interest which shall then be due in said notes together with all the costs and charges, and pay the surplus if any there to the said party of the first part, his heirs Executors administrators or assigns -

In Witness Whereof the said 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 George Ford 
 of A. W. Safford

Territory of Kansas Douglas County ss - On this 21st day of January A.D. 1859. before me a Notary Public in and for said County came George Ford to me personally known to be the person