

annum according to the condition of a certain promissory note
this day executed and delivered by the said R. W. Ludington 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 part
his executors, administrators and assigns, at any time there-
after, to sell the premises hereby granted, or any part
thereof in the manner prescribed by law; and out of all
moneys arising from such sale, to retain the amount
then due for principal and interest, together with the cost and
charges of making such sale and the Attorneys fees for fore-
closure; and the overplus if any there be shall be paid
by the party making such sale on demand to the said R. W.
Ludington his heirs or assigns.

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

Signed sealed & delivered
in presence of
A. C. W. Safford
M. A. Newman

R. W. Ludington (Seal)
C. B. Ludington (Seal)

Territory of Kansas Douglas County, S.S.
On this tenth day of March A. D. 1859 before me a No-
tary Public in and for said County came the said R.
W. Ludington and C. B. Ludington his wife to me,
well known to both the persons described in and who
executed the above conveyance as parties thereto
and acknowledged the same to be their own free act
and deed. I the said C. B. Ludington being by
me first made acquainted with the contents of said instru-
ment, upon an examination apart from her said hus-
band, acknowledged that she executed the same, and
relinquished her dower in the real estate therein men-
tioned freely and without compulsion or undue influence of
her said husband.

A. C. W. Safford Notary Public

Subscribed and sworn to at 3 1/2 P.M. Douglas County, Kansas Territory