

and S. A. Wood as surety and to which the said Jane A. Archibald has this 5th day of August A.D. 1859 added her name as additional security thereby becoming a party thereto to the said party of the second part, and this conveyance shall be void if payment be made of said note on demand. 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 thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 attorney's fees for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said Jane A. Archibald her heirs or assigns.

In Witness Whereof The party of the first part has hereunto set her hand and seal the day and year first above written. Jane A. Archibald (seal)

Signed, sealed and delivered

in presence of

John C. Archibald }

Territory of Kansas, Douglas County, ss.

On this fifth day of August A.D. 1859, before me a Notary Public, in and for said County, came Jane A. Archibald to me personally known to be described in, and who executed the above conveyance and acknowledged the same to be her own free act and deed,

E. D. Ladd,

Notary Public,

(seal)

Recd for record Aug 5/59 at 11 A.M.