

of the first part 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 the payment, or 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 or any part thereof, in the manner prescribed by law and out of all the money 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 fees for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part their heirs or assigns.

In Witness Whereof The parties of the first part to these presents have hereunto set their hands and Seals the day and year first above written.

Sealed and delivered in presence of } Cynthia A. Donnell Seal
 } Wm C. Donnell Seal

Territory of Kansas } ss
 Douglas County }

On this (10th) day of Oct in the year one thousand eight hundred and fifty nine before me, the subscriber, a Notary Public in and for said County, personally appeared Cynthia A. Donnell & Wm C. Donnell to me personally known to be the identical persons described in and who executed the above conveyance and acknowledged the instrument to be their own voluntary act and deed.

Filed for records Oct 11/59. A. A. N

G. A. Reynolds
 Notary Public