

be made as herein specified. But if default be made in payment of any part thereof, as above provided, then it shall be lawful for the said parties of the second part their executors, administrators and 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 procuring and the surplus if any there be, shall be paid by the party making such sale on demand to the said Frederick Samuel Franklin and Edward Kimball their heirs or assigns.

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

Frederick Kimball	Seal	Franklin Kimball	Seal
Martha A. Kimball	Seal	Elizabeth D. Kimball	Seal
Samuel Kimball	Seal	Edward Kimball	Seal
		Adaline Kimball	Seal

Signed Sealed and delivered in presence of
Caleb S. Pratt.

Territory of Kansas }
Douglas County } ss

On this Fifth day of October A. D. 1859, before me Clerk of Probate Court in and for said County came Frederick Kimball, Martha A. Kimball, Samuel Kimball, Adaline A. Kimball, Franklin Kimball, Elizabeth D. Kimball, Edward Kimball to me well known to be the persons described in and who executed the above conveyance, and acknowledged the same to be their own free act and deed, and the said Martha A. Kimball, Adaline A. Kimball & Elizabeth Kimball being by me first made acquainted with the contents of said instrument, upon an examination apart from their husbands acknowledged that they executed the same and relinquished their dower in the real estate therein mentioned freely and without compulsion or undue influence of their said husbands. Caleb S. Pratt.
Clerk.

Seal
Read forward Oct 14/59 at 5 P. M.