

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 thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest on said debt, 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 Lyman Allen his heirs or assigns.

All Witness Whereof. The 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 of
J. H. W. Hillis

Lyman Allen {Seal}
Anna J. Allen {Seal}

Territory of Kansas } ss
Douglas County. }

On this 16th day of February A.D. 1860 before me a Notary Public in and for said County came Lyman Allen and Anna J. Allen his wife to me personally known to be the identical persons described in, and who executed the above conveyance as grantors and acknowledged the same to be their own free act and deed. She, the said Anna J. Allen being by me first made acquainted with the contents of said instrument, upon an examination apart from her said husband acknowledged that she executed the same and relinquished her dower in the real estate therein mentioned freely and without compulsion or undue influence of her said husband. All Witness Whereof I have hereunto set my hand and affixed my official Seal. (Seal) Read for record. This 16th day of Feb. 1860. S. D. Thacker Notary Public