

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 on any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the 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 on any part thereof, in the manner prescribed by law; and out of all moneys arising out of 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 Helen M. Churchill. In witness whereof, The said parties of of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered } Helen M. Churchill
in presence of } George Churchill
H. M. Simpson

Territory of Kansas }

Douglas County, } s.d.

On this sixth day of September A.D. 1860 before me a Notary Public in and for said County came Helen M. Churchill and her husband George Churchill to me, well known 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 Helen M. Churchill being