

that payment of said notes shall not be demanded or enforced against said Wilmarth before the expiration of years from the date thereof according to the condition of them certain promissory notes, and this conveyance shall be void if payment of such notes be made at maturity. But if default be made in payment of 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 moneys arising from such sale to retain the amount then due for principal and interest together with the cost and charge of making such sale and attorney's fees for foreclosure; and the surplus if any there be shall be paid by the party making such sale, on demand to the said Otho Wilmarth and his heirs and assigns. In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Otho Wilmarth

Signed sealed and delivered
in presence of - -

Territory of Kansas }
Douglas County } ss

On this Eleventh day of September A.D. 1860 before me a Notary in and for said County came Otho Wilmarth to me well known to be the identical person described in and who executed the above conveyance as grantor and acknowledged the same to be his own free act and deed.



John M. Coe
Notary Public

Read for record Sept 19th A.D. 1860 at 8 o'clock A.M.

E. D. Ladd
Register