

Wm H Peabody or order And this conveyance shall be void if such payment be made as is herein specified. But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for said party of the second part her 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 and also for statutory damages in case of protest together with the costs and charges of making such sale and the overplus if any then be shall be paid by the party making such sale to the said Felix and Mary their heirs or assigns and for the paid consideration the said parties of the first part hereby waive appraisement of said real estate.

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

Signed Sealed and delivered in the Presence of

L. D. Bailey

H. J. Strong

Felix ^{his} Kennedy ^{Seal}
 Mary ^{her} Kennedy ^{Seal}

State of Kansas
 County of Douglas ss.

Be it Remembered That on this seventh day of January A.D. 1881 before me a Notary Public in and for said County and State came Felix Kennedy and Mary Kennedy his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

John A. Hayes
 Notary Public

RECORDED

Recorded January 19th A.D. 1881 at 2³⁰ P.M.

A. B. Kennold
 Register of Deeds