

payment of the sum of Seventy five dollars with interest from date until paid at 5 per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Esther J. Root and Charles Root 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 such payment or any part thereof or interest thereon or the taxes then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 appurtenant hereby waived 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 surplus if any there be shall be paid by the party making such sale on demand to the said party of the first part their heirs or assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seal the day and year first above written,

Witness my hand and seal in the presence of
 W. L. Stanton

Esther J. Root
 Charles Root

State of Kansas }
 Douglas County }

Be it remembered that on this fifteenth day of March A.D. eighteen hundred and eighty one before me a Notary Public in and for the County and State aforesaid came Esther J. Root and Charles Root her husband to me personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Levi Woodard
 Notary Public,
 Dec. 7th, 1881.

W. L. Stanton

Com. Exps. Dec. 1st, 1881.

Recorded March 28th 1881 at 5¹⁰ O'clock, P.M.

W. J. Housner
 Register of Deeds.