

of the foregoing condition. the grantor or his executors administrators or assigns may sell the granted premises or such portion thereof as may remain subject to this mortgage in case of any partial release thereof together with all improvements that may be thereon, by public auction in said Douglas County — first publishing a notice of the time and place of sale once each week for three successive weeks in some one newspaper published in said Douglas County and may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple and such sale shall forever bar us and all persons claiming under us from all right and interest in the granted premises whether at law or in equity. And out of money arising from such sale the grantor or his representatives shall be entitled to retain all sums then received by this deed whether then or thereafter payable in deducting all costs, charges and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition rendering the surplus, if any, to us or our heirs or assigns and we hereby for ourselves and our heirs and assigns covenant with the grantor and his heirs executors administrators and assigns, that in case a sale shall be made under the foregoing power we, or they will upon request execute, acknowledge and deliver to the purchasers a deed or deeds of release confirming such sale.

And it is agreed The grantor or his executors, administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid and that no other purchaser shall be answerable for the application of the purchase money and that until default in the performance or observance of the condition of this deed we and our heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof.

In Witness Whereof we the said Edward Kavanagh and Elizabeth W Kavanagh hereunto set our hands and seals this twenty eighth day of July in the year one thousand eight hundred and eighty one

signed and sealed in presence of
Geo Foster Flint

Edward Kavanagh L.S.
Elizabeth W Kavanagh L.S.

Commonwealth of Massachusetts

Essex — ss July 28 1881 Then personally appeared the above named Edward Kavanagh & Elizabeth W Kavanagh and acknowledged the foregoing instrument to be their free act and deed before me

Geo Foster Flint

Justice of the Peace