

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 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 the moneys arising from such sale to retain the amount then due for principal and interest together with the cost and charges of making such sale and the surplus if any there be shall be paid by the party making such sale to the said Jesse Hughes & Delia Hughes his wife, their heirs or assigns; and for the said consideration the said parties of the first part have hereunto set their hands and seals the day and year last above written.

Jesse Hughes  
Delia <sup>his</sup> Hughes  
mark

Sigard Erabel <sup>and Delinich in Presence of</sup>  
A. Cornforth  
C. J. Bergholthaus

State of Kansas }  
County of Douglas }

Be it remembered that on this 27<sup>th</sup> day of September A.D. 1881 before me as Notary Public in and for said County and State came Jesse Hughes & Delia Hughes 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.

(L.S.)

Commission expires March 17<sup>th</sup> 1885.

C. J. Bergholthaus  
Notary Public  
Douglas County  
Kansas.

Recorded September 28<sup>th</sup> 1881 at 2<sup>25</sup> O'clock P.M.

H. J. Hornsall  
Register of Deeds.

The following appears on the original instrument