

due Oct. 15th 1853, both notes to draw interest at the rate of six per cent per annum. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon as provided herein then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for said party of the second part her executor administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law "in default of payment" and out of all the moneys arising from such sale to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale and the surplus if any shall be paid by the party making such sale on demand to the said Elizabeth Finkey her heirs and assigns.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year last above written.

Elizabeth Finkey *Wife*

Signed Sealed and Delivered in Presence of }
H. H. Bliss
John H. Bliss

State of Kansas } ss
Franklin County }

Be it remembered that on this 15th day of October A.D. 1851 before me a Notary Public in and for said County and State came Elizabeth Finkey to me personally known to be the same person 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.)

H. H. Bliss

Notary Public,

Commission expires Jan 15th 1854.

Recorded Oct 25th 1851 at 2 O'clock P.M.

Wm. Arnold
Register of Deeds.