

if default be made in the payment of any of said notes as they become due said principal and interest shall become due at the option of the holder of said notes. 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 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 and also for statutory damages in case of protest 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 to the said Samuel C. Waldemann his heirs or assigns and for the said consideration the said parties of the first part hereby make relinquishment of said real estate.

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

S. C. Waldemann

E. B. Waldemann

Signed Sealed By Delivered in the Presence of
Levi A. Deane.

State of Kansas } ss.
County of Douglas }

Be it Remembered that on this twenty fifth day of November A.D. 1851 before me as Notary Public in and for said County and State came Samuel C. Waldemann and Emily B. Waldemann 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 this day and year last above written.

G. S.

My Com. expires Aug 26/52.

Levi A. Deane

Notary Public.

Recorded November 25 1851 at 3³⁰ O'Clock P.M.

W. H. Honnold
Register of Deeds.