

secure the payment of the sum of Five Hundred Dollars payable in two years from date with interest at the rate of eight per cent payable semi annually according to the terms of a certain promissory note the day executed and delivered by the said parties of the first part 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 of the insurance is not kept up thereon 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 of appraisement hereby waived or not at the option of the party of the second part his executors administrators or assigns 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 parties of the first part their heirs or assigns.

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

C. R. Hyler 
 Fredericka Hyler 

State of Kansas }
 County of Douglas }

Be it Remembered, that on this 27th day of May A.D. 1851 before me Clerk of the District Court in and for said County & State came Carl R. Hyler and Fredericka Hyler his wife to me personally known to be the same persons who executed the foregoing instrument and they 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.)

Wm. Sumnerfield.
 J. C. Dist. Court.

Recorded November 28th 1851 at 3⁰⁰ O'Clock P.M.

W. Hornold

Register of Deeds.