

rate of ten (10) per cent per annum, being part purchase money of said premises according to the terms of a certain note this day executed and delivered by the said Homer Elwell 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 term or if 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 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 moneys 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 Homer Elwell his 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

Homer Elwell { Seal }
 Indiana Elwell { Seal }

State of Kansas Douglas County ss.

Be it Remembered That on this 23d. day of December A. D. 1881 before me a Notary Public in and for said County and State came Homer Elwell and Indiana Elwell 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

Wm. T. Sinclair
 Notary Public

[L. S.]

Commission Expires Sept. 10, 1884

Recorded December 23d. 1881 at 5 o'clock P. M.

Alfred H. Arnold
 Register of Deeds