

paid at the rate of twelve (12) per cent per annum according to the terms of a certain promissory note this 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 same 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 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 thereof shall be paid by the party making such 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.

William Cunningham {Seal}
Mary E. Cunningham {Seal}

State of Kansas Douglas County ss.

Be it Remembered That on this Ninth day of January A.D. 1882 before me a Notary Public in and for said County and State came William Cunningham and Mary E. Cunningham 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.

W. A. Harris
Notary Public Lawrence, Kas.
Com. Ex. May 29th, 82

[L.S.]

Recorded January 10th 1882 at 5⁴⁵ o'clock P. M.

Attest
Register of Deeds