

one certain promissory note this day executed and delivered by the said John Bourne and Mary C. Bourne 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 tax or if the insurance is not kept 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 overplus if any there be shall be paid by the party making such sale on demand to the said John Bourne and Mary C. Bourne their heirs and assigns.

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

J. Bourne { Seal }
 M. C. Bourne { Seal }

State of Kansas }
 County of Douglas }^{ss.}

Be it Reminded That on this Eleventh day of January A. D. 1882 before me a Notary Public in and for said County and State came John Bourne and Mary C. Bourne husband and wife 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

My Commission expires November 27, 1882

L. L.

August L. Selig
 Notary Public

Recorded January 11th. 1882 at 11 o'clock P. M.

A. H. Arnold
 Register of Deeds