

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 days 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 - her 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 agreed or not at the option of the party of the second part - her 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 cost and charges of making such sale and the surplus if any then be shall be paid by the party making such sale on demand to the said James M. Walbert and Sarah J. Walbert or their heirs and 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.

Signed, sealed & Delivered in the Presence of
 Levi A. Duane
 Elias A. Parham

James M. Walbert
 Sarah J. Walbert

State of Kansas }
 Douglas County }

Be it Remembered that on this Eleventh day of February A.D. eighteen hundred and eighty two before me Levi A. Duane a Notary Public in and for said County and State came James M. Walbert and Sarah J. Walbert husband and 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.

(L.S.)

Levi A. Duane,

My Term of office expires Aug. 26th 1882.

Notary Public.

Recorded February 11th 1882 at 2 O'clock P.M.

W. H. Arnold
 Register of Deeds.