

to 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 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 executor 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 her executor 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 attorneys fee for foreclosure of this mortgage to said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid to the party making such sale on demand to the said parties of the first part or to heirs or assigns.

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

Signed Sealed & Delivered in the Presence of } Bridget D. Jennings
 L. A. Doane. } Thos Jennings

State of Kansas Douglas County ss.

Be it Remembered That on this twenty third day of September A.D. 1882 before me L. A. Doane a Notary Public in and for said County and State came Bridget D. Jennings and Thomas Jennings her husband 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.

ED
 My Commission expires Aug. 7th 1886.

L. A. Doane

Notary Public

Recorded October 7th 1882 at 1⁴⁰ O'clock P.M.

Alphonso
 Register of Deeds