

certain Promissory notes this day executed and delivered by the said David S. Erskine and Alice F. Erskine to the said party of the second part: payable in six Twelve, Eighteen, Twenty four, Thirty, Thirty six and Forty two months respectively with interest at ten per cent payable semi annually and this conveyance shall be void if each 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 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 parties of the first part 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 and Delivered in presence of

D. S. Erskine

(Seal)

H. G. McIlravy

Alice F. Erskine

(Seal)

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 23rd day of July A. D. 1885 before me Hugh G. McIlravy a Notary Public in and for said County and State came David S. Erskine and Alice F. Erskine 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.

H. G. McIlravy

Notary Public

(S.S.)