

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 overplus 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 & year last above written.

Signed Sealed & Delivered in presence of
J. C. Hutcherson
Peter Bell

Joseph ^{his} Franklin
Elizabeth ^{her} Franklin

State of Kansas, Douglas County, ss.

Be it Remembered That on this 2 day of September A. D. 1885 before me H. L. McShary Notary Public in and for said County and State, came Joseph Franklin and Elizabeth Franklin 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.

(L.S.)

My commission expires June 16 1888.

H. L. McShary
Notary Public

Recorded September 3rd 1885 at 2⁴⁰ o'clock P.M.

A. J. Arnold
Register of Deeds.