

such payment be made as herein specified. But if default be made in such payment or any part thereof or the interest due thereon or if the taxes and assessments of every nature which are by law made due and payable are not paid when the same become due as above provided then it shall be lawful for the said parties of the second part his executors administrators or assigns to sell the premises hereby granted or cause the same to be sold with all the appurtenances in the manner prescribed by law, and out of the moneys arising from such sale to retain the amount due for principal interest protest fees and damages for the same with costs and charges of sale and a reasonable amount for attorneys fees and the surplus if any there be shall be paid on demand by the party making such sale to the said parties of the first part their heirs or assigns.

In Testimony Whereof the parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

E. J. Epperson (ES)

M. E. Epperson (ES)

State of Kansas, Douglas County, ss.

Be it Remembered That on this ninth day of September A.D. 1885 before me the undersigned notary Public in and for the County and State aforesaid personally appeared Eban J. Epperson and Mary E. Epperson his wife to me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors therein and acknowledged the same to be their own voluntary act and deed.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal the day and year aforesaid.

(ES)

J. W. Bonebrake
Notary Public

Term expires Jan. 4th 1888.

Recorded Sept. 9th 1885 at 10¹² O'clock A.M.

Alfred Arnold
Register of Deeds