

the payment of the sum of One Hundred and Fifty Dollars according to the terms of one certain note this day executed and delivered by the said John M. Tucker and Lydia J. Tucker to the said party of the second part, and this 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 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 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 her executors, administrators or assignee and out of all the moneys arising from such sales, 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 John M. Tucker his heirs and 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.

John W. Tucker (seal)
Lydia J. Tucker (seal)

State of Kansas)
County of Douglas)^{55.}

Be it Remembered, That on this 2^d day of November A.D. 1885 before me, James Brooks, a Notary Public in and for said County and State, came John M. Tucker and Lydia J. Tucker to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

[L.S.]

My Commission Expires Sept. 5th 1889.

James Brooks
Notary Public
Clinton Kansas.