

secure the payment of the sum of Four Hundred and Thirty Five (\$435⁰⁰) Dollars due 4 years after date with six per cent interest payable annually according to the terms of one certain promissory note this day executed and delivered by the said S. B. Katherman and Barbara Katherman 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 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 S. B. Katherman and Barbara Katherman 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 first above written.

S. B. Katherman (seal)

Barbara Katherman (seal)

State of Kansas,
County of Douglas^{ss.}

Be it Remembered, That on this 9th day of November A. D. 1885 before me, Henry S. Tremper a Notary Public in and for said County and State came S. B. Katherman and Barbara Katherman 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 set my hand and affixed my official seal on the day and year last above written.