

to the terms of three certain promissory note this day executed by the said W. H. and Jane Derby to the said party of the second part: as follows, \$100<sup>00</sup> to be paid on Dec. 15- 1886. \$200<sup>00</sup> to be paid on Dec. 15- 1887- and \$250<sup>00</sup> to be paid on Dec. 15- 1888. with interest at the rate of 10% per annum payable annually but for \$600<sup>00</sup> to Mary Gill as her interest may appear.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; 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 waived," and out of all the moneys arising from such sale, to retain the amount then unpaid of 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 part making such sale on demand, to the said W. H. and Jane Derby 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.

W. H. Derby (Seal)  
Jane Derby (Seal)

State of Kansas)  
Douglas County) ss.

Be it Remembered, That on this 25 day of Nov. A.D. 1885 before me, a Notary Public in and for said County and State came W. H. Derby and Jane his wife to me personally known to be the person who executed the foregoing instrument, and duly acknowledged