

thereon, then this conveyance shall become absolute; and the whole principal of said notes, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the 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 money arising from such sale, to retain the amount then due or to become due according to the conditions of this instrument, 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 H. B. McIlwain his heirs and assigns.

In Testimony Whereof, The said party of the first part, has hereunto set his hand and seal the day and year last above written.

H. B. McIlwain [seal]

State of Kansas
County of Douglas } ss.

Be it Remembered, That on this 31st day of October, A. D. 1887 before me, Levi A. Doane a Notary Public in and for said County and State came H. B. McIlwain, an unmarried man 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. A. Doane]

Levi A. Doane
Notary Public

My Commission expires Aug 6th 1890

Recorded Oct. 31, 1887 at 4th O'clock P. M.

B. J. Horton

Register of Deeds
By Eva L. Horton Deputy