

per cent per annum, according to the terms of one certain promissory note this day executed and delivered by the said Ellis Hodge 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 money 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Ellis Hodge his heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands this seventeenth day of November in the year of our Lord eighteen hundred and eighty seven.

Alois Hodge [seal]

Matilda Hodge [seal]

State of Kansas)
County of Douglas) ss.

Be it Remembered, That on this 17 day of November, A. D. 1887 before me M. B. Greenlee a Notary Public in and for said County and State came Alois Hodge and Matilda Hodge his wife who are 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.



M. B. Greenlee
Notary Public

My Commission Expires Aug. 19th 1888

Recorded Nov. 17, 1887 at 2³⁰ o'clock P. M.

B. J. Hurler
Register of Deeds