

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, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "a foreclosure waived;" and out of all money arising from such sale, to retain the amount then unpaid, of principal and interest, together with the costs & 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 J. R. Nickum his heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands & seals the day & year last above written.

~~Witnessed in the presence of~~

C. E. Dallas

J. R. Nickum [seal]
Mary A. Nickum [seal]

State of Kansas }
Douglas County } ss.

Be it Remembered, that on this 28 day of April A.D. 1888, before me, a Notary Public in and for said County & State, came J. R. Nickum & Mary A. Nickum his wife, to me personally known to be the persons who executed the foregoing instrument, & duly acknowledged the execution of the same,

In witness whereof, I have hereunto subscribed my name & affixed my official seal on the day & year last above written.

(S.S.)

Cluster E. Dallas

Commission expires 15th day of Dec. 1890.

Noty Pub.

Recorded May 5, 1888 at 5⁴⁰ o'clock P.M.

James Brook
Register of Deeds

This Indenture, Made this twenty third day of April in the year of our Lord one thousand eight hundred and eighty eight between D. E. Hearnard of Wakarusa County of Douglas State of Kansas & Mary S. Hearnard his wife and Anna M. Bigelow of Newport, County of Newport State of Rhode Island of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of two thousand five hundred & no Dollars to them

The foregoing is a copy of a true instrument. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand this 18 day of April A.D. 1891