

shall bear interest at the rate of 12 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then his conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs theron remaining unpaid on which may have been paid by the party 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 moneys 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 surplus if any there be, shall be paid by the party making such sale, on demand, to the said Party of the First Part his heirs, assigns.

In Testimony Whereof, The said party of the first part, has hereunto set his hand & seal the day & year last above written:  
Signed, sealed & witnessed in presence of G. B. Slosey (Seal)

James M. Jones  
State of Missouri  
County of Jackson

Bent Remembered, That on this 15<sup>th</sup> day of June A.D. 1853 before me James M. Jones a Notary Public in and for said County & State came G. B. Slosey to me personally known to be the same person who executed the foregoing instrument, and duly acknowledges the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal on this day and year last above written.

*G. B. S.* James M. Jones  
My Commission expires October 10, 1853 Notary Public  
Recorded June 16, 1853 at 3<sup>30</sup> o'clock P.M.

J. A. McCloud  
Register of Deeds.

The following is enclosed on the original instrument  
J. H. C. Beardley the Mortgagor, within named, hereby acknowledge completely satisfaction of this debt by the  
native mortgage secured, and hereby authorizes the Register of Deeds of Douglas County, Kansas, to discharge  
said mortgage of record. Dated this 25<sup>th</sup> day of May A.D. 1855  
J. H. C. Beardley