

the terms of ten (10) certain notes this day executed and delivered by the said James Regart to the said party of the second part; and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 at appraisalment 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 sales, to retain the amount then due for principal and interest, together with the cost 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 Parties of the first part their heirs and assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands & seals the day & year first above written.

Viretta Regart [seal]

James Regart [seal]

Stat. of Kansas
County of Douglas } ss.

Be it Remembered, That on this 30th day of June, A.D. 1895 before me, D. L. Woodley, a Notary Public in and for said County and State came Viretta Regart & James Regart her husband 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 & year last above written.


D. L. Woodley
Commission Expires March 7th 1892

Notary Public

Recorded June 30, 1895 at 6 o'clock P.M.

James Brooks
Register of Deeds