

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 or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof in the manner prescribed by law, as aforesaid, 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Daniel Phillips wife and their heirs and assigns.

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

Signed & delivered in presence of

Chas Pilla

Daniel Phillips (real)

Mary Jane Phillips (real)

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 2nd day of July A.D. 1891 before me, Chas Pilla a Notary Public in and for said County and State came Daniel Phillips and Mary Jane his wife 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.



Chas Pilla

My Commission Expires Jan'y 17 1891

Notary Public

Recorded July 2, 1891 at 10⁴⁵ o'clock A.M.



Register of Deeds