

per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second party, or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the 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, 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 money arising from such sale, to retain the amount then due according to the provisions of this instrument, 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 M. J. Powell her heirs and assigns.

In testimony whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

M. J. Powell (seal)

State of Kansas, Douglas County, ss.

Be it Remembered, That on this seventh day of September A. D. 1888 before me, a Justice of the Peace in and for said County, State of Kansas, M. J. Powell to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

W. Britton

Justice of the Peace

Recorded Sept. 10, 1888 at 5 15 o'clock P. M.

Carroll B. B. Co
Register of Deeds

Rebours Lee April 26
Page 459

This indenture made this first day of September in the year of our Lord one thousand eight hundred and eighty eight Between M. J. Powell his wife and Joseph H. Smith his husband both of the City of Lawrence in the County of Douglas and State of Kansas of the first