

herein contained the said parties of the first part agree to pay to the party of the second part, or his ^{administrators or} assigns, interest at the rate of ten per cent per annum upon said principal sum of Two Thousand Dollars, from the time when the same was advanced and loaned by the party of the second part, and interest shall be so computed, and any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of twelve per cent, and if default be made in payment of said note or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or 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 Parties of the first part 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 last above written.

Signed, sealed & delivered in the presence of,

Emanuel Bixler

Laura Hays

State of Kansas,

County of Douglas } ss.

Lidney E. Carlton [Seal]

Nancy B. Carlton [Seal]

Be it Remembered, That on this 17 day of October A.D. 1889 before me L. A. Stonebraker a Notary Public in and for said County and State came Lidney E. Carlton and Nancy B. Carlton husband and 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. L. A. Stonebraker

My Commission Expires April 20, 1890

Notary Public

Recorded Oct 29, 1889 at 4²⁵ o'clock P.M.

Amos Brooks Register of Deeds