

bear interest at the rate of ten per cent. per annum. But if default be made by the parties of the first part in such payments, or any part thereof, or interest thereon, or the taxes assessed on said premises, or the insurance thereon, or upon commission of waste, then this conveyance shall become absolute, and said promissory bond and interest thereon, and all taxes, penalties, costs and interest thereon, and insurance premiums which may have been paid by the parties of the second part, their executors, administrators or assigns, shall at the option of the legal holder hereof, at once become matured and be due and payable, and shall draw interest from maturity at the rate of ten per cent. per annum payable semi-annually, and the legal holder hereof, shall be entitled to the immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom and it shall be lawful for the parties of the second part, their executors, administrators, and assigns at any time thereafter, to sell the premises hereby granted or any part thereof in the manner prescribed by law, without appraisal, and out of all the money arising from 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 overplus, if any there be, shall be paid by the parties making such sale, on demand to the parties of the first part, their heirs and assigns. And the said parties of the first part, for said consideration, hereby expressly waive an appraisal of said real estate and all benefit of the Homestead Exemption and stay laws of the State of Kansas and agree to pay all fees for recording the assignment and release of this instrument.

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, sealed & delivered in presence of

Geo. E. Rigg

L. A. Wright

State of Kansas

Douglas County, }^{ss}

On this Nineteenth day of November, 1891 before me a Notary Public in and for said County and State, came Justus Howell and Annette W. Howell 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 signed my name and affixed my official seal.

Wm. D. Sinclair

Comin. exp. Sep. 13, 1892.

Notary Public

Recorded Nov. 21, 1891 at 8¹⁵ o'clock A.M.

James Brooks
Register of Deeds

(The following is endorsed on the original instrument)