

interest at 8% payable annually according to the terms of three certain promissory notes this day executed and delivered by the said Benjamin B. Bates and Elizabeth Bates to the said grant of the second grant-; and this conveyance shall be void if such payment 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 thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second grant her executor 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 grant her executor administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest 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 grant their heirs or assigns.

On Witness Whereof The said parties of the first grant have hereunto set their hands and seals the day and year last above written.

B. B. Bates *B.B.*

Elizabeth Bates *E.B.*

State of Kansas, Douglas County, ss.

Be it Remembered That on this fourteenth day of November A. D. 1882 before me a Notary Public in and for said County and State came B. B. Bates & Elizabeth Bates 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 subscribed my name and affixed my official seal on the day and year last above written.

E.B.

Commission expires Dec. 4. 1882.

A. Bradley

Notary Public

Recorded December 14th 1882 at 11²⁵ O'clock A.M.

Alfonso

Register of Deeds