

part; 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 up 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 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 for principal and interest 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 party of the first part or her heirs and assigns.

In Witness Whereof, The said party of the first part hath hereunto set her hand and seal the day and year last above written.

Mary J. Smith seal
by Wm. D. Sinclair seal
her attorney in fact.

State of Kansas Douglas County, ss.

Be it remembered, That on this 26th day of November A.D. 1883 before me a Notary Public in and for said County and State, came Wm. D. Sinclair attorney in fact for Mary J. Smith (single) to me personally known to be the same person who executed the foregoing instrument as such attorney 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.

L.S.

L. D. Lo. Tosh

My commission expires Sept. 22nd 1885 Notary Public
Recorded Nov. 27th 1883 at 8⁰⁰ o'clock A. M.

U. S. Hammond
Register of Deeds.