

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 on the buildings in any amount not less than (\$400) four hundred dollars 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 money 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 parties of the first part or 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 and Delivered in presence of } Mary A. Davis Seal
 J. P. Horton } James W. X. Davis ⁱⁿ Seal
mark

State of Kansas Douglas County, ss.

Be it remembered, That on this 27th day of December A.D. 1883 before me a Notary Public in and for said County and State, came Mary Ann Davis and James W. Davis her husband 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.

[S.S.]

James M. Hendry

My commission expires Aug. 2^d 1885 Notary Public
 Recorded Dec. 27th 1883 at 3⁴⁵ o'clock P.M.

J. J. Howard
 Register of Deeds.