

per cent per annum. But if default be made in such payment 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 Henry B. Rogers his 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.

Henry B. Rogers 

Lincy J. Rogers 

State of Kansas, Douglas County, ss.

Be it Remembered, That on this seventh day of April A. D. 1884 before me a Notary Public in and for said County and State came Henry B. Rogers and Linicy J. Rogers 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.



Alfred Whitman, Notary Public