

said premises, or if the insurance is not kept up thereon, then this assignment shall become absolute, and the whole principal of said notes, 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 and administrators and assigns, at any time hereafter, to sell the premises hereby granted or any part thereof, his income prescribed by law attachment 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 obtain 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 party making such sale, on demand, to the said parties of the first part their heirs or assigns. In testimony whereof the said parties of the first part have hereunto set their hands, and seals, the day and year first above written

George B. Wark

Rachel E. Wark

State of Kansas,
Douglas County ^{SS}

Be it remembered that on this 15th day of August A.D. 1903 before me the undersigned a Notary Public in and for the County and State aforesaid, came George B. Wark and Rachel E. Wark to me personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written



D. Baughman
Notary Public

My commission expires June 6-1905

Recorded January 6th at 9³⁰ O'clock A.M. 1905

W. M. Armstrong,
Register of Deeds