

doth grant, sell, convey and confirm unto the party of the second part, and to its successors and assigns forever, All the following described Real Estate, lying and being situate in the County of Douglas and State of Kansas, To-wit: The west eighty-five (85) feet of lots numbered thirty-six (36) thirty seven (37), and the north fourteen feet (14) ft. of lot numbered thirty eight (38), and also the south ten feet (10ft) of lot numbered thirty eight (38) all in block numbered thirty-eight (38) in the city of Leocompton according to the recorded plot thereof, It is mutually agreed and understood between the parties of the first part and the party of the second part that the south ten feet of lot numbered thirty eight (38) as described above shall be kept forever open for thier mutual use as a road or alley. Subject, however, to a first mortgage for eight hundred dollars (\$800.00) in favor of Sarah P. Baughman, as per recorded.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; And also, all the estate, right, title and interest whatsoever, as well in law as in equity, of the party of the first part, of, in, and to the same, and every part thereof, with the appurtenances: To have and to hold the above granted and described premises, with the appurtenances, unto the party of the second part, its successors and assigns, to its own proper use, benefit and behoof, forever. Provided, always, and these presents are upon this express condition, that the party of the first part, its successors or assigns, shall well and truly keep, perform and fulfill the covenant and obligation hereinabove contained, and shall, in the case hereinabove provided, well and truly refund unto the said party of the second part the said amount, with interest thereon from the time of receiving it, then these presents and the Estate hereby granted shall cease, determine and be void. And the party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, that, in case the said party of the first part, or its successors, shall cease to be connected with the Methodist Episcopal Church, or the corporate existence of the said party of the first part shall cease, or the house of worship be alienated, that then it shall be lawful for the party of the second part, its successors or assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the party of the first part, its successors or assigns therein, at public auction, according to the act in such cases made and provided, And as the attorney of the party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, except the Baughman claim as above, and out of the money arising from such sale to retain the said amount herein first above mentioned, and interest thereon as hereinabove provided, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus ^{of the purchase} money (if any there shall be) unto the party of the first part, its successors or assigns; which sale so to be made, shall forever be a perpetual bar, both in law and equity against the party of the first part, its successors and assigns, and all other persons claiming or to claim the premises, or any part thereof, by through, or under it.