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three years from the date hereof, together with the interest thereon at the rate of six per cent. (6%) per annum from date until paid, interest payable annually." and this conveyance shall be void if such payments be made as specified in seid

and this conveyance shall be vaid if such payments be made as performent the term note. But if default be made in such payments ar any part thereof, or interest thereon, of the taxes, then this conveyence shall become absolute, and the whole amount shall become due and payable; and it shall be lawful for the said party of the second part, her administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale, to retain the amount then due for the 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 to the said E.W. Sellards, his heirs, or assigns.

It is agreed by and between the parties hereto that the said party of the first part may, at his option, pay at any time upon the above described, the sum of One Hundred Fifty Dollars (\$150,00), which the said party of the second part agrees to accept and credit on said note; and upon the payment of said sum, the said party of the second part agrees to release this indenture and mortgage, as to any one of the six (6) above described lots, which may be designated in writing by the said E. W. Sellards.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

## Winnie Sellerds.

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State of Kansas. County of Douglas. SS:

BE IT REMEMBERED, That on this 27th day of September, 1913, before me, C. W. Sparr, a notary Public, in and for said County end State, came E. W. Sellards end Winnie Sellards, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution : of the same.

of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affigd my notarial seal on the day and year first above written.

(SEAL) My Commision expires Nov 16th 1915. C. W. Sparr, Notary Public.

Recorded Sept., 29th A.D. 1913. at 1:40 P.M.

In Consideration of the payment of the debt named therein, I, Nellie Clare Balsley, sole heir at law, and legate per terms of last will and testament of S. E. Balsley, deceased hereby release the Mortgage made by E. L. Garrett to Mrs S. E. Balsley, and recorded in Book 42 of Mortgages, at page 431, in the office of the Register of Deeds of Douglas County, Kansas.

As Witness my hand this 23rd day of September A.D. 1913. Nellie Clare Balsley Sole heir.st@laW.and legate9.ver terms of last Will and Testament of S.E.Balsley.

S.N.W.- State of California) S.N.W.- County of Alameda ) SS.

On this 23d day of September 1913 before me, a

Notary Public in and for said County and State, came Nellie Clare Balsley, sole heir at law, and legatee per terms of the last Will and Testament of S. E. Balsley, deceased to me personally known to be the same person who executed the foregoing release and duly acknowledged the execution thereof.

duly acknowledged the execution thereof. In Witness Whereof, I have hereunto subsoribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires on the 25 day of January 1917. S. N. Wycoff, Notary Public, In and for County of Alameda, State of California.

Recorded Sept. 30 A.D. 1913, at 3:00, P.M.

Hoyd L. Lummere Register of Deers. By Sen. 6. Mager Spitz