

ment of the sum of One Thousand Dollars at 7% interest due three years after date according to the terms of one certain promissory note this day executed and delivered by the said Mary J. McCallough & James B. McCallough to the said party of the second part and this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment or any part thereof as provided then it shall be lawful for the said parties of the second part her executors administrators and 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 principal and interest together with the costs and charges of making such sale and a reasonable attorney fee for foreclosure and the overplus if any there be shall be paid by the party making such sale on demand to the said Mary J. McCallough or James B. McCallough their heirs or assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

Mary J. McCallough
James B. McCallough

State of Kansas, Douglas County, ss.

On this 18th day of August

A. D. 1884 before me a Notary Public in and for said County and State came Mary J. McCallough and James B. McCallough her husband to me personally known to be the same person who executed the above instrument as grantor and duly acknowledged the execution of the same to be their own voluntary act and deed.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written



L. B. Steele

Commission expires June 17, 1886.

Notary Public

Recorded September 9th 1884 at 12¹² O'clock P.M.

A. J. Arnold
Register of Deeds,

The following is indorse on the original instrument -