

according to the terms of a certain promissory note this day executed and delivered by the said H. C. Jay & E. Jennie Jay 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 such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said 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 for 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 on demand to the said H. C. Jay & E. Jennie Jay their heirs and assigns.

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

Henry C. Jay
E. Jennie Jay

State of Kansas }
County }

Be it Remembered That on this 23 day of June A.D. 1885 before me J. P. Stickum a Notary Public in and for the County and State, came Henry C. Jay and E. Jennie Jay husband and 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 the day and year last above written,

(Seal)

My commission expires Apr. 15. 1889

J. P. Stickum
Notary Public

Recorded June 24th, 1885 at 3³⁰ O'clock P.M.

A. J. Donnold Register of Deeds