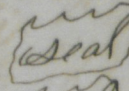
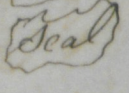


be made in payment or any part thereof, as above provided. It shall be lawful for the said party of the second part, her heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys 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 attorneys fees for foreclosure, and the over plus if any there be, shall be paid by the party making such sale, on demand to the said Marcus D. Timney, his heirs, ~~and~~ assigns. In Witness Whereof the parties of the first part have hereunto set their hands and seals the day and year first above written

Marcus D. Timney 
 Frances C. Timney 
 Signed, sealed and delivered in presence of
 James M. Hendry

Territory of Kansas, Douglas County, SS. On this ninth day of April A. D. 1859, before me a notary public in and for said County, came Marcus D. Timney & Frances C. Timney, to me known, to be the persons described in, and who executed the above conveyance as parties thereto, and acknowledged the same to be their own free act and deed. She the said Frances C. Timney being by me first made acquainted with the contents of said instrument, upon an examination apart from her said husband, acknowledged that she executed the same, and relinquished her dower in the real estate therein mentioned and without compulsion or undue influence of her said husband,
 Received Apr 11/59, at 2 P.M. James M. Hendry
 Notary Public