

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 surplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs and assigns. In Witness Whereof. The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Charles I. Miller   
M. J. Miller 

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 8<sup>th</sup> day of December A.D. 1885 before me a Notary Public in and for said County and State, came Chas. I. Miller and M. J. Miller his 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 on the day and year last above written.

(L.S.)

Alfred Whitman

Notary Public

My commission expires January 30, 1887.

Recorded Dec. 9<sup>th</sup> 1885 at 9<sup>15</sup> O'clock A.M.

Alfred Arnold  
Register of Deeds.