

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 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 sales, 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 James Grimes his heirs and assigns.

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

Signed and Delivered in Presence of
L. S. Steele.

James Grimes seal.

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 19 day of December A.D. 1885 before me a Notary Public in and for said County and State came James Grimes to me personally, known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto set my hand and affixed my official seal on the day and year last above written.

L.S.

L. S. Steele

My Commission Expires June 17, 1886.

Notary Public

Recorded Dec. 19th 1885 at 3²⁰

O'clock P. M.

Alfred Arnold

Register of Deeds.