

it shall be lawful for the 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 sales, 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 and Eliza J. Jay 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 first above written.

Signed and delivered in presence of {
G. C. Wharton

Henry C. Jay [seal]
Eliza J. Jay [seal]

State of Kansas)
County of Douglas) ss.

Be it remembered, that on this 24 day of November A.D. 1886 before me G. C. Wharton a Notary Public in and for said County and State came Henry C. Jay and Eliza J. Jay 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 set my hand and affixed my official seal on the day and year last above written.

[L. S.]

G. C. Wharton

My Commission expires Jan'y 12 1889

Notary Public

recorded Dec. 4, 1886 at 4³⁵ O'clock P.M.

B. J. Irvine

Register of Deeds.