

option of the legal holder thereof, at once become and be due and payable, and the legal holder thereof shall be entitled to the immediate possession of the above described premises, and to receive the rents, issues, and profits arising therefrom, and it shall be lawful for the parties of the second part, their executors, administrators, and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, without appraisement, and out of all the moneys arising from such sale, to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties making such sale on demand to the parties of the first part their heirs and assigns. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefit of the Homestead Exemption and Stay Laws of the State of Kansas, and agree to pay all fees for recording the assignments and release of this instrument.

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

Julian M. Kelly Deed
 Florence L. Kelly Deed
 work

Signed, sealed and delivered in the presence of
 B. R. Julian

State of Kansas } ss.
 County of Douglas }

We it remembered, That on this Sixth day of Jan. A.D. 1897, before me, a Notary Public in and for said County and State, came Julian M. Kelly and Florence L. Kelly 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, on the day

The following instrument was recorded on the 15th day of Jan. 1897
 The within described note is paid and the Mortgage is
 hereby released this 15th day of Jan. 1897