

and 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 - appraisement waived; 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 indenture, 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 said parties of the first, their heirs and assigns. The parties of the first, their legal representatives or assigns, hereby agree to pay all fees for record of the assignment 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 above written.

Julian M. Kelly Seal
Florence L. Kelly Seal

Signed, Sealed and Delivered in presence of
B. R. Julian

State of Kansas, } ss
Douglas County, }

Be it remembered, That on this fifth 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 and 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.

Chester C. Dallas
My com. expires Dec. 13. 1898 H. P.
Recorded January 8th at 8⁰⁰ o'clock A.M. 1897

B. J. Harno

Register of Deeds.