

then this conveyance shall become absolute, and the whole amount shall become due and payable, and 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 cost 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 Mary Ann Tosh, her 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.

Mary Ann Tosh [Seal]
Andrew Tosh [Seal]

State of Kansas } ss
County of Douglas }

Be it Remembered, That on this 9th day of February, A.D. 1887, before me Joseph E. Riggs a Notary Public in and for said County and State came Mary Ann Tosh and Andrew Tosh her husband, 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.

[J. E. R.]
My Commission Expires March 12, 1888

Joseph E. Riggs
Notary Public.

Recorded February 9, 1887 at 3²⁰ o'clock P.M.

B. J. Walen
Register of Deeds.