

shall be lawful for 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 sale, 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 Party of the first part or his heirs and assigns.

In Witness Whereof, The said party of the first part hath hereunto set his hand and seal the day and year first above written.

b. C. Esterly [seal]

State of Kansas, Douglas County, ss:

Be it Remembered, That on this 17th day of March, A. D. 1887 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Dr. Charles C. Esterly who is personally known to me to be the same person who executed the within instrument of writing, and such person did duly acknowledge the execution of the same.

In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.



My Commission Expires Jan'y 27, 1890.

Recorded March 17, 1887 at 3:00 o'clock P. M.

W. C. Spangler

Notary Public

B. J. Huber

Register of Deeds.