

their executors, administrators or assigns, shall, at the option of the legal holder hereof, at once become and be due and payable, and the legal holder hereof 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 overplus, 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,

Signed, Sealed and Delivered

Bartholomew Baters Seal

in the presence of

Anna M. Baters Seal

C. C. Dallas

State of Kansas,
County of Douglas ss.

Be it remembered, That on this 21st day of May A.D. 1887, before me, a Notary Public in and for said County and State, came Bartholomew Baters and Anna M. Baters 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