

then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part her 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 her executors, administrators or assigns; and out of all the money 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered

W. G. Smith [seal]

in Presence of

Levi A. Doane.

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 28<sup>th</sup> day of November A.D. 1889 before me Levi A. Doane a Notary Public in and for said County and State, came W. G. Smith an unmarried man to me personally known to be the same person 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.



Levi A. Doane

Notary Public

My commission expires Aug. 6, 1890

Recorded Nov. 28 at 8<sup>th</sup> O'clock P. M.

B. J. Horton

Register of Deeds