

immediate possession of the above described premises, and to receive the rents, issues and profits arising therefrom, and it shall be lawful for said 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 - 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 overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part, their heirs and assigns. The parties of the first part, 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.

Signed, sealed and Delivered

in presence of
C. B. Ballas

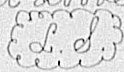
Bartholomew Baters [seals]

Anna M. Baters [seals]

State of Kansas
Douglas County } 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 my name and affixed my official seal on the day and year last above written.



Chester B. Ballas
Notary Public

My Com. expires Dec. 15, 1890.

Recorded May 24, 1887 at 8⁴⁰ O'clock A.M.

B. J. Horton

Register of Deeds.