

party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executors, administrators or 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 according to the provisions of this instrument, 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 Thomas E. Evans heirs or assigns.

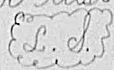
In Testimony Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Thomas E. Evans [seal]

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 29th day of June A.D. 1887 before me A. B. Foote, a Notary Public in and for said County and State, came Thomas E. Evans a single 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 hand and affixed my official seal on the day and year last above written.

A. B. Foote

A. B. Foote
Notary Public

My commission expires Feb'y 26, 1891

Recorded June 30, 1887 at 8⁴⁵ O'clock A.M.

B. J. Howell
Register of Deeds