

or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the cost 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 Ezra J. Kelso and Clarence C. Kelso their heirs and assigns.

In Witness Whereof. The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Ezra J. Kelso [seal]
Clarence J. Kelso [seal]

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 17 day of December, A.D. 1887 before me, L. S. Steele a Notary Public in and for said County and State came Ezra J. Kelso and Clarence J. Kelso 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 set my hand and affixed my official seal on the day and year last above written.

L. S. Steele

L. S. Steele

Notary Public

My Commission Expires June 17 1890

Recorded Jan. 5, 1888 at 11th O'clock A.M.

B. G. Hinton

Register of Deeds.