

payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part his 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 his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then 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 party making such sale, or demand, to the said Parties of the first part their heirs and assigns.

In Testimony Whereof The said parties of the first part, have hereunto set their hands & seals the day & year last above written.
 signed, sealed, delivered in presence of Nathan Cushingberry (seal)
 H. A. Peairs Matilda Cushingberry (seal)

State of Kansas } ss.
 County of Douglas }

Be it Remembered, That on this 9th day of July A.D. 1888 before me H. A. Peairs a Notary Public in and for said County & State came Nathan Cushingberry and Matilda Cushingberry his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

Witness Whereof, I have hereunto set my hand & affixed my official seal on the day and year last above written

 H. A. Peairs
 My Commission expires 21st June 1890 Notary Public
 Recorded July 11, 1888 at 12:45 o'clock P.M.

James Brooks
 Register of Deeds

This Indenture, Made this 30th day of June in the year of our Lord, one thousand eight hundred and eighty-eight between Mrs. Mary Enckshaw, a widow, of Los Angeles County, California of the first part and William T. Sinclair, of Lawrence, Kansas, of the second part:

Witnesseth, that the said party of the first part, for and