

unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and 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 or to become due according to the conditions of his instrument, together with the costs and charges of making such sale and the overplus, if anywhere be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns.

In witness whereof the said parties of the first part have counterset their hands and seals the day of year last above written.

Signed, sealed & delivered in presence of [seal]
H. A. Peairs [seal]
Lucinda B. Hoover [seal]

State of Kansas
County of Douglas } ss:

Be it Remembered that on this 20th day of August AD 1888 before me H. A. Peairs a Notary Public in and for said County, State came Benjamin C. Hoover & Lucinda B. Hoover his 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 set my hand and affixed my official seal on the day and year last above written.
H. A. Peairs

My Commission Expires June 1890

Notary Public

Recorded August 21, 1888 at 1st o'clock P.M.

James Brooks
Register of Deeds

This indenture made this 15th day of August AD 1888 between J. R. McHugh and Mary A. McHugh his wife of Woodson County in the State of Kansas of the first part and G. A. Balock of Douglas County in the State of Kansas of the second part: