

option of the party of the second part; 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 first part, or 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 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, on demand, to the said T. H. Kennedy, his heirs and assigns.

2. Testimony whereof the said party of the first part, has hereunto set his hand and seal the day and year last above written.

Witness my hand and seal in presence of
Cimpeon Hollicter

T. H. Kennedy seals

L. L. Steele

State of Kansas,
County of Douglas } ss.

Be It Remembered that on this 26 day of October A.D. 1890 before me L. L. Steele a Notary Public in and for said County & State came Thomas H. Kennedy (widower) to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

Witness my hand and seal the day and year last above written.

L. L. Steele

L. L. Steele

My Commission expires June 17 1890

Notary Public

Recorded Oct. 26, 1890 at 3¹² o'clock P.M.

James B. Ross
Register of Deeds

This Indenture Made this Tenth day of October in the year of our Lord one thousand eight hundred and Eight, Eight between Nickless Schallbar and Mary Schallbar his wife of Globe in the County of Douglas and State of Kansas of the first part, and G. C. Schwartz of Globe in the County of Douglas and State of Kansas of the second part: Witnesseth That the said parties of the first part, for and in consideration of the sum of fourteen hundred Dollars to them duly