

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 provision 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 Matilda Kirkpatrick her heirs or assigns.
 In testimony whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Matilda Kirkpatrick

[seal]

State of Kansas, Kansas County, ss

Be it Remembered, That on this 9th day of June A.D. 1892 before me Geo B. Edgar Notary Public in and for said County and State, came Matilda Kirkpatrick a widow 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.

[seal]

Geo B. Edgar

Notary Public

My commission expires June 8th 1893

Recorded June 10. 1892 at 9^o o'clock AM.

James Brooks
 Register of Deeds

This Indenture, Made this eighth day of June in the year of our Lord one thousand eight hundred and ninety two between G. L. Master son and Luella Master son husband and wife (being of lawful age) of the County of Douglas and State of Kansas of the first part, and Wilder D. Metcalf of Lawrence Kansas of the second part. Witnesseth, That the parties of the first part, in consideration of the sum of Eight Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East half of the North East quarter of Section No Thirty two (32) in Township No Eleven (11) of Range No Eighteen (18); with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful

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