

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 and 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 this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand to the said heirs and assigns.

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

Jessie Kirkpatrick (seal)

Mary Banks (seal)

J. N. Banks

George Banks

Nannah Ahlstrom

Philip Keyl

Ella Keyl

John N. Knowels

Martha Knowels

O. P. Benson

Catherine Benson

State of Kansas }
Shawnee County } ss.

Be it Remembered, That on this 16 day of March A.D. 1895 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Philip Keyl, Ella Keyl, John N. Knowels, Martha Knowels, O. P. Benson + Catherine Benson who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(L.S.)

Russell U. Farnsworth

Notary Public, Term Expires Feb. 4th 1897.

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this 18th day of March A.D. 1895 before me J. R. Kenyon a Notary Public in and for said County and State came Susan Kirkpatrick, Mary