

payable and it shall be lawful for said party of the second part her 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 her executors administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principals and interest 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 parties of the first part heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set her hand and seal the day and year last above written.

Emma A. Walker *[initials]*

State of Kansas, Douglas County, ss.

Be it Remembered That on this 31st day of January A.D. 1883 before me a Notary Public in and for said County and State came Emma A. Walker a single woman 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 name and affixed my official seal on the day and year last above written.

[initials]

Vernon H. Harris

My commission expires Feb. 6th 1884.

Notary Public

Douglas County Kansas.

Recorded January 31st 1883 at 11 O'clock A.M.

A. Monnald
Register of Deeds.

This Indenture Made this 30th day of January in the year of our Lord one thousand eight hundred and eighty three between Diley Thomas and Addison Thomas her husband of Lawrence in the County of Douglas and State of Kansas of the first part and William A. H. Harris of the second part.

Witnesseth That the said parties of the first part in consideration of the sum of One Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said party of the second part his heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

Lot No. One Hundred and three New Jersey Street in the City of Lawrence with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said Diley Thomas and Addison Thomas do hereby covenant.