

and it shall be lawful for said 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 for principal and interest together with the costs and charges of making such sale and the overplus if any there be shall be paid by the part making such sale on demand to the said parties of the first part heirs and assigns

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

Signed Sealed and Delivered in Presence of { Lewis J. Gillham { Seal }
L. S. Steele { Sophronia J. Gillham { Seal }

State of Kansas Douglas County ss.

Be it Remembered That on this first day of June A. D. 1883 before me a Notary Public in and for said County and State came Lewis J. Gillham and Sophronia J. Gillham 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 subscribed my name and affixed my official seal on the day and year last above written

L. S. Steele

[L. S.]

Notary Public

Lawrence Douglas County

My Commission expires June 17. 1886

Recorded June 1st. 1883 at 2³⁰ P. M.

W. H. Arnold

Register of Deeds