

and the whole shall become due and payable 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 and assigns; and out of all the moneys arising from such sales to retain the amount then due for principal 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 party of the first part or their heirs and assigns, In Witness Whereof The said party of the first part have hereunto set their hands and seals the day and year last above written.

James Moyers 
Jane Moyers 

State of Kansas } ss.
County of Douglas }

Be it Remembered That on this 25 day of February A.D. 1885 before me a Notary Public in and for the County and State aforesaid came James Moyers and his wife Jane Moyers 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 the day and year last above written.



My commission expires March 4th 1888.

L. H. Pierson
Notary Public

Recorded February 25th 1885 at 5⁴⁵ O'clock P.M.

W. J. Connolly
Register of Deeds

(See Book 2-2 Page 481 for Return)
This Indenture made this second day of February in the year of our Lord one thousand eight hundred and eighty five by and between Henry Reusch a single man and Catharine Reusch a widow of the County of Douglas and State of Kansas party of the first part and Timothy B. Sweet of the County of Shawnee and State of Kansas Trustee party of the second part (and in case of the death absence or removal from said County of Shawnee, refusal or inability to act of the said party of the second part then George M. Noble of said County