

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 cost 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 his 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.

John Charlton   
Martha Charlton 

State of Kansas } ss.  
County of Douglas }

Be it Remembered That on this 13<sup>th</sup> day of March A.D. 1885 before me J. B. McBarrell a Notary Public in and for the County and State aforesaid came John Charlton and Martha Charlton 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 the day and year last above written.

  
My commission expires Octo, 23<sup>rd</sup> 1886,

J. B. McBarrell  
Notary Public

Recorded March 14<sup>th</sup> 1885 at 2<sup>45</sup> O'clock P.M.

Alfred Donald  
Register of Deeds

This Indenture made this 14 day of March in the year of our Lord one thousand eight hundred and eighty five between L. K. Billingsley + Flora A. E. Billingsley his wife in the County of Douglas and State of Kansas of the first part and Herbert L. Smith of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of Five 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