

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 or assigns at 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 party making such sale on demand to the said party of the first part or his heirs and assigns.

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

E. L. McIlhenny

State of Kansas }
County of Douglas }

Be it Remembered That on this 11th day of April A. D. 1885 before me Peter Bell a Notary Public in and for the County and State aforesaid came E. L. McIlhenny an unmarried man 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 the day and year last above written.

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My commission expires June 20. 1885.

Peter Bell

Notary Public
Douglas County Kansas.

Recorded May 6th 1885 at 4th O'clock P.M.

A. J. Arnold
Register of Deeds