

any of the conditions of said bond, or in the making of any payments therein provided when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable, then upon the happening of any of said failures, the whole of the said sum of \$500. together with such fines and penalties as shall accrue under the By-Laws of said Mortgage, shall immediately become due and payable and it shall be lawful for the said party of the second part or its assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale to retain the amount of said bond, to wit: \$500. less only the amount of all dues paid as principal upon said bond, 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 S. E. Heimoe his heirs and assigns.

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

S. E. Heimoe (S.S.)

State of Kansas, Douglas County, ss.

On this 8th day of December A.D. 1885 before me a Notary Public in and for said county, personally came S. E. Heimoe, single to me personally known to be the identical person described in and who executed the foregoing conveyance as grantor and duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(S.S.)

Wm. T. Sinclair

Notary Public

Comen. exp. Sept. 9. 1888.

Recorded Dec. 8th 1885 at 2¹⁵ O'clock P.M.

Alfred Arnold
Register of Deeds