

with the appurtenances and all the estate, title and interest of the party of the first part therein.

This Grant is intended as a Mortgage, to secure the payment and the full performance of all the obligations and conditions of a certain Bond this day executed by the said Charles H. Tucker to the said Home Building and Loan Association, for the payment of \$300 as therein provided; and upon the full and prompt performance of all said conditions of said bond by the party signing the same, this conveyance shall be void. But if default be made in the performance of 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 \$300, together with such fines and penalties as shall accrue under the by-laws of said Association 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 bonds, to-wit: \$300, less only the amount of all dues paid as principal upon said bond, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demands to the said Charles H. Tucker his heirs and assigns.

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

Charles H. Tucker

State of Kansas, Douglas County, ss.

On this twenty fifth day of June A.D. 1886, before me a Notary Public in and