

be made in the performance of any of the conditions of said bond, or in the making of any payment 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 & 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 money 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 cost 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 Parties of the first part, their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day & year above written.

S. B. Katherman [L. S.]

Barbara S. Katherman [L. S.]

State of Kansas, Douglas County, ss.

On this 10th day of March A.D. 1888 before me a Notary Public in and for said county, personally came S. B. Katherman & Barbara S. Katherman his wife to me personally known to be the identical persons 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.

[L. S.]

Levi A. Doane

Notary Public

My commission expires August 6th 1890

Recorded April 10, 1888 at 12²⁷ o'clock P. M.

James Brooks
Register of Deeds