

happening of any of said failures, the whole of the said sum of \$1500, 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 bond, to-wit: \$1500, 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, or demand, to the said H. C. Rushmer, his 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.

Annie R. Rushmer [L.S.]

H. C. Rushmer [L.S.]

State of Kansas, Douglas County, ss.

On this first day of June A.D. 1885, before me a Notary Public in and for said county, personally came Annie R. Rushmer and H. C. Rushmer, her husband to me personally known to be the identical persons described in, and who executed the foregoing foregoing as grantors and duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto subscribed my name & affixed my official seal on the day and year last above written.

[L.S.]

Wm. F. Sinclair

My commission expires Sept. 9th 1888

Notary Public

Recd. did June 1, 1885 at 5th clock P.M.

James Brooks
Register of Deeds

This Indenture Made this 17th day of March in the year of our Lord one thousand eight hundred and eighty & between Lewis Brooks and Melvina Brooks his wife of in the County of Douglas & State of Kansas, of the first part and James T. Howard of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Two thousand (\$2000) Dollars to them duly paid, the receipt of which is hereby acknowledged, has sold and