

This Grant is intended as a Mortgage, to secure the payment of the full performance of all the obligations and conditions of a certain Bond, this day executed by the said W. S. Kellogg to the said Home Building & Loan Association, for the payment of \$1200, 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 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 \$1200 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: \$1200, less only the amount of all moneys 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 W. S. Kellogg, his heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals to the day and year above written.

W. S. Kellogg [L.S.]

Mary Edna Kellogg [L.S.]

State of Kansas, Douglas County, ss.

On this fourth day of September A.D. 1900, before me a Notary Public in and for said county, personally came W. S. Kellogg and Mary E. Kellogg, his wife, to me personally known to be the identical persons described in, and who executed the foregoing conveyance as grantors 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.]

August L. Selig

Notary Public

My commission expires Nov. 12, 1900

Recorded Sept. 7, 1900 at 4th o'clock P.M.

James Brooks
Register of Deeds