

able, then upon the happening of any said failures, the whole of said sum of \$350, 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 assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part or assigns, and out of the moneys arising from such sale, to retain the amount of said bond, to wit: \$350, less only the amount of 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.

The parties of the first part hereby agree to maintain insurance to the amount of \$ on said property, as provided in the by-laws of said Association.

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

L. A. Whitcomb L. A.

G. A. Whitcomb L. A.

State of Kansas, Douglas County, ss.

On this third day of December, AD 1890, before me, Geo. A. Banks a Notary Public in and for said county, personally came L. A. Whitcomb and George A. Whitcomb her husband, 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.

E. A. Banks

Geo. A. Banks

My commission expires Dec 12, 1892.

Notary Public

Recorded Dec 6, 1890 at 5 o'clock A. M.

James Brooks

Register of Deeds

For assignment see Book 29 Page 534
For Callahan see Book 29 Page 534

This Indenture, Made this Eighth day of December in the year of our Lord One Thousand Eight Hundred and Ninety, by and between John M. Shepherd and Frances E. Shepherd husband and wife of the County of Douglas and State of

The mortgage herein recorded has been paid in full