

the same in the quiet and peaceable possession of the said party of the second part, and assigns forever.

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 William Simmons to the said Kansas National Building and Loan Association, for the payment of \$200. as therein provided; and upon the prompt performance of all said conditions of said bond by the part 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 happening of any said failures, the whole of said sum of \$200, 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: \$200, 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 William Simmons, his heirs and assigns.

The party of the first part hereby agrees to maintain insurance to the amount of \$400. on said property, as provided in the by-laws of said Association.

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

William Simmons [L.S.]

State of Kansas, Douglas County, ss.

On this 31 day of December, A.D. 1890 before me, Alfred Whitman a Notary Public in and for said county, personally came William Simmons, an unmarried man, to me personally known to be the identical person 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