

parties 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 the happening of any said failure, the whole of said sum of \$250, 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: \$250, less only the amount of dues paid as principal upon said bond, together with the cost and charge of making such sale, and the overplus, if any thereof, 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

Henry A. Cutler [L.S.]

Emelie O. Cutler [L.S.]

State of Kansas, Douglas County, ss.

On this 11th day of September, A.D. 1891, before me, August L. Selig, Notary Public in and for said County, personally came Henry A. Cutler and Emelie O. Cutler 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 17, 1891

Recorded Sept. 11, 1891 at 1⁴⁰ o'clock P.M.

James Brooks

Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage is