

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 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 money 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 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 \$200 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.

James D. Smith

[L.S.]

Matilda E. Smith

[L.S.]

State of Kansas, Douglas County ss.

On this 16th day of September, A.D. 1891 before me, C. E. Dallas a Notary Public in and for said county, personally came James D. Smith and Matilda E. Smith, 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.]

C. E. Dallas

My commission expires Dec. 16, 1894.

Notary Public

Recorded Sept 25, 1891 at 5 o'clock P.M.

James Brooks

Register of Deeds

This Indenture, Made this 25th day of September in the year of our Lord one thousand eight hundred and ninety one between John S. Price and Matilda S. Price, his wife of the City of Baldwin County of Douglas and State of Kansas of