

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 \$1000, 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 thereby 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: \$1000, 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 \$1250. on said property, as provided in the by-laws of said Association. The above erasure of lots 83 and 85 on Fremont, it was made before the execution of this mortgage. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year above written.

Melissa J. Bodwell

[L. S.]

H. E. Bodwell

[L. S.]

Ella Sturdy

[L. S.]

Fred Sturdy

State of Kansas, Douglas County, ss.

On this 21 day of November, A.D. 1891, before me, C. E. Dallas, Notary Public in and for said county, personally came Melissa J. Bodwell and Henry E. Bodwell, her husband, and Ella Sturdy and Fred Sturdy, her husband and I am 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

Noty. Pub.

Recorded Dec. 9, 1891 at 13⁴⁰ o'clock P.M.

James Brooks

Register of Deeds

Whereas Ambrose Bigby and Lucretia Bigby his wife of the County of Douglas and State of Kansas, did by their certain indentured Mortgage bearing date March thirtieth 1885, and duly recorded in book 9 of Mortgages at page 203 of the Records