

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 payment therein covenanted to be paid 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 times when the same are by law due and payable, then upon the happening of said failure the whole sum of Seven Hundred Dollars 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 party of the second part, its successors 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, its successors or assigns; and out of the moneys arising from such sale to retain the amount of said bond, to wit, \$700.00, less only the amount of dues paid as principal upon said bond, together with the fines, and penalties imposed upon the shares of stock of said Association held by said Association, as collateral security for the payment of said bond, and the costs 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 parties of the first part, their heirs and assigns.

The parties of the first part hereby agree to maintain policies of insurance to the amount of One Thousand Dollars (\$1000.00) on said property, as provided in the By-Laws of said Association.

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

E. D. F. Phillips

Augusta H. Phillips

State of Kansas }
County of Douglas } ss.

Be it Remembered, That on this Tenth day of October, 1894, before me, a Notary Public within and for the County and State aforesaid, came E. D. F. Phillips and Augusta H. Phillips, Husband and wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires July 11th 1897.

E. D. F.

E. E. Hopkins

Notary Public

Recorded Oct 11, 1894 at 10³⁰ o'clock AM

James Brooks
Register of Deeds