

"Brought Forward"

appurtenances therunto belonging, or in any case appertaining both in law and Equity. This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars Twelve months from ^{the} date of these presents, with interest at five per cent per month, according to the conditions of a certain promissory Note this day Executed and delivered by the said F. Kimball to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But, if default be made in the payment or any part thereof as above provided, then it shall be lawful for the said party of the second part his Executors, administrators or assigns, at any time hereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the Amount then due for principal and interest, Together with the costs and Charges of making such sale, and the Attorneys fees for foreclosure, and the surplus, if any there be, shall be paid by the party making such sale on demand, to the said party of the first part and to their heirs or assigns. In Witness whereof the party of the first part has hereunto set their hands and seals the day and Year first above written

Scaled and delivered in presence of

J. C. Brackett

Frederic Kimball

Martha A. Kimball

L.S.
L.S.

Territory of Kansas

Douglas County

On this thirteenth day of May in the Year of our Lord One thousand Eight hundred and fifty Eight, before me the subscriber personally appeared Frederic Kimball and Martha A. his wife to me known to be the same persons described in and who Executed the above instrument and acknowledged that they Executed the same; and the said Martha A. on a private examination by me apart from her said husband, acknowledged that she Executed the same and relinquished her dower to the property therein described freely, and without any fear or compulsion of her said husband.

Recd for record May 13, 1858, at 8 p.m., O. D. Ladd J.P.

I, Nathaniel H. D. P. the mortgage named in the deed on this page recorded
 do hereby acknowledge full satisfaction of the same, @ of the debt thereby secured
 Witness my hand this 20th day of May 1858
 Attest Charles Register