

This Indenture made the Eighth day of February in the Year of our
Lord One thousand Eight hundred and fifty nine between Samuel Kimball
and his wife Adeline A of Douglas County Territory of Kansas parties of the
first part and Ephraim Wate junior of County and Territory aforesaid parties of
the second part Witnesseth that the said parties of the first part for and in consideration
of the sum of One thousand and Eighty six Dollars, the receipt whereof is
hereby acknowledged do give grant bargain sell release convey and confirm
unto the said party of the second part and to his heirs and assigns forever
all the following described land situated in the City of Lawrence County of
Douglas Kansas Territory, being the East one half of Lots No Eighteen and
Twenty, on Kentucky Street in said Lawrence according to the Survey made
by A D Seal A D 1854. Said land being bounded as follows. Beginning at
a point fifty eight and one half feet East of the North West corner of said lot
No Eighteen; thence running East fifty eight and one half feet to an alley; thence
South One hundred feet to Withrop Street; thence West on said Street fifty eight
and one half feet; thence north to the place of beginning One hundred feet,
containing Five thousand Eight hundred and fifty square feet together with
all and singular the hereditaments and appurtenances therunto belonging
or in anywise appertaining both in law and Equity. This Grant is intended
as a Mortgage to secure the payment of the sum of One thousand and Eighty
Six Dollars, due and payable in Six months from the date hereof with interest
after maturity until the same is paid at the rate of five per cent per month
according to the conditions of a certain Note of hand this day Executed and
delivered by the said Samuel 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 of the money above
mentioned, or of the interest that may accrue thereon or of any part
thereof then it shall be lawful for the said party of the second part
his Executors administrators or assigns to sell the premises hereby granted
or any part thereof, at public auction; Such Sale to be upon the said
premises, first giving Notice of the time and place of Sale by pub-
lishing the same three times in succession in some news-
paper printed in the County aforesaid (or if there be no
newspaper printed in the County, aforesaid Such notice
may be published in some newspaper printed in the City of Lawrence

1. Ephraim Wate Jr. the Mortgagee named in the deed on this and the following pages recorded, at hereby
acknowledges full satisfaction of the same. Can the debt thereby incurred be cancelled? Witness my hand this 10th day
of March A.D. 1860
Ephraim Wate Jr.
By H. W. Sampson his
attorney at fact