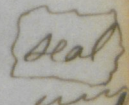


the following described land situated in Lawrence Kan-
sas Territory, to wit, the north half of lot number
sixty one on Massachusetts Street, together with
all and singular the hereditaments and appurtenan-
ces therunto belonging, or in any wise appertaining
both in law and equity. This grant is intend-
ed as a mortgage to secure the payment of the
sum of three hundred dollars, according to the
condition of a certain promisory note this day execu-
ted and delivered by the said William Zimmerman
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 payment, or any part thereof
as above provided, then it shall be lawful for the said
party of the second part his executors, administrators
and assigns at any time thereafter, to sell the premises
granted or any part thereof, in the manner prescribed
by law, and out of all money 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 foreclo-
sure; and the overplus, if any there be, shall be paid
by the party making such sale, on demand, to the said
William Zimmerman his heirs or assigns, Am Wit-
ness Whereof the parties of the first part have hereunto
set their hands and seals the day and year first above
written.

Signed, sealed and
delivered in presence of
Caleb S. Pratt

William Zimmerman 
Mara Zimmerman 

Territory of Kansas County, S.S.

On this twenty sixth day of March A.D. 1859
before me a clerk of the probate court in and for said
County came William Zimmerman and Mara Zimmer-
man to me well known to be the persons

Forasb Miller the Mortgage cannot be the said page provided. do hereby
acknowledge the full satisfaction of said mortgage on the above described premises
attest C. S. Pratt Clerk