

his heirs and assigns, forever, all the following described land, situated in the aforesaid City of Lawrence Kansas Territory, to wit, Reserve number six (6) saving and excepting therefrom a rectangular lot in the south West corner thereof extending from the corner of Pinckney and Tennessee Streets Sixty (60) feet in an Easternly direction a long said Pinckney Street and one hundred (100) feet in a North erly direction along said Tennessee Street together with all and sing ular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining both in law and equity.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and fifty Dollars (\$550) payable in one year after date with interest at the rate of three per cent per month payable monthly according to the conditions of a certain promissory note this day executed and delivered by the said Kimball Brothers 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 on 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 hereby granted, or any part thereof, in the manner prescribed by law, and out of all the money arising from such sale to retain the amount then due for prin cipal and interest, together with the cost and charges of making such sale and the attorneys fees for foreclosure; and the over plus, if any there be, shall be paid by the party making such sale on demand, to the said Kimball Brothers.

In Witness 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  
O. A. Bassett.

John W. Crew,

Territory of Kansas } ss.  
Douglas County }

Elizabeth D. Kimball, 

Martha A. Kimball 

Adeline A. Kimball 

Franklin Kimball 

Fredric Kimball 

Samuel Kimball 

Edward Kimball 

On this Twenty second day of July A.D. 1859,  
before me a Notary Public in and for said County, came

J. Kimball & Co. the Mortgage named in this Mortgage do hereby acknowledge full satisfaction of the debt hereby secured and discharge the same of Record.