

seized of a good and indefeasible estate of inheritance therein,
free and clear of all incumbrances

This Grant is intended as a mortgage, to secure the payment
of the sum of Fifty (\$50) according to the terms of a certain
promissory note this day executed and delivered by the said
Joseph Ballard to the said party of the second part; payable
one year after date to draw ten per cent interest from date and this
conveyance shall be void if such payment be made as herein
specified. But if default be made in such payment, or any part
thereof, or interest thereon, or the taxes, or if the insurance is not
kept up thereon, then this conveyance shall become absolute, and
the whole shall become due and payable, and it shall be lawful
for 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,
appraisement hereby waived, or not, at the option of the party of
the second part his executors administrators or assigns; 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 surplus, if any there be, shall
be paid by the part making such sale, on demand, to the said
party of the first part or his heirs and assigns.

In Witness Whereof. The said party of the
first part, has hereunto set his hand and seal the day and year
last above written.

Joseph Ballard [seal]

State of Kansas
County of Douglas) 35.

Be it Remembered, That on this 10 day
of Nov, A. D. 1887 before me R. B. Howard, a Notary Public
in and for the County and State, came Joseph Ballard to me
personally known to be the same person who executed the
foregoing instrument, and duly acknowledged the execution of
the same.

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

[Seal]

R. B. Howard
Notary Public

My Commission Expires Dec 7 1889