

**This Indenture**, Made this 14<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety three between George Kimball and Mary H. Kimball husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Dennis B. Moore of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Seven Hundred Twenty Five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot number Eighty Five (85) on Vermont Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George Kimball do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and 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 Seven Hundred Twenty Five Dollars on or before one year after date with interest at the rate of ten per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said George Kimball to the said party of the second part: Said Kimball agreeing to maintain insurance on the buildings on said lot to an amount equal to said note payable in case of loss to said mortgage as his interest may appear.

and this conveyance shall be void if such payments 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 amount shall become due and payable, and 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, 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 sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George Kimball his heirs and assigns.

**In Witness Whereof**, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

George Kimball  
Mary H. Kimball

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
Douglas County } ss.

**Be it Remembered**, That on this 14<sup>th</sup> day of December, A. D. 1893, before me Geo. H. Banks, a Notary Public in and for said County and State, came George Kimball and Mary H. Kimball husband and wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec - 1<sup>st</sup> - 1896

Recorded Dec - 14 - 1893, at 7<sup>50</sup> o'clock P-M.

Geo. H. Banks

Notary Public.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument  
In consideration of full payment of the within mortgage  
I hereby release the same this 27 day of July, 1894  
Dennis B. Moore  
Henry Moore agent for collection

Recorded July 27th 1894

James Brooks  
Register of Deeds

