

This Indenture, Made this 22^d day of December in the year of our Lord one thousand eight hundred and eighty three between Geo Kimball and Mary A Kimball husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Dennis B. Moore of California of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred 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: Lots Eighty five (85) and Eighty seven (87) on Vermont Street in the City of Lawrence subject to a prior mortgage to Henry Moore for \$1300 with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo Kimball and Mary A. Kimball do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except said mortgage for \$1300. This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars payable July 21, 1889 with interest payable annually 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 Geo. 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 such payment or and 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 appraisment 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

As the original instrument is the following endorsement.
 Dulare City, Cal. August 2^d 1871
 The conditions of the within Mortgage having been fully
 satisfied it is this day discharged.

Dennis B. Moore

Recorded

Nov. 9, 1871