

For the Record of the release of this Mortgage See Mortgage Book 18, Page 338

This Indenture made this 30th day of May in the year of our Lord one thousand eight hundred and eighty five between Joseph Ballard (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part and Samuel H. Gunn of the second part;

Witnesseth That the said party of the first part in consideration of the sum of One Hundred (\$100) Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does 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 numbered Thirty (30) and Thirty one (31) in Addition number Six (6) to Block Lawrence (so called) with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Joseph Ballard does 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 One Hundred Dollars 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 covenant shall be void if such payment be made as herein specified. But if default be made in herein 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 thereon shall be paid by the party making such sale and