This Indenture, Made this First day of Sept in the year of our Lord one thousand and eight Hundred and ninety one by and between John C. Nichols a single man by his guardian W. L. Gordon of the County of Shawnee and State of Kansas party of the first part, and Jane Sampson party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Eight Hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, all of the following-described real estate, situate in the County of Douglas and State of Kansas, to wit: The North East Quarter (N. E.¼) of Section Two (2) Township Thirteen (13) Range Eighteen (18) County and State aforesaid

To Have and to Hold The same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part, and to her heirs and assigns forever. And the said party of the first part 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, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First. That said party of the first part is justly indebted to the said second party in the sum of Eight Hundred Dollars, according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, payable on the first day of September 1896 to the order of said second party, with interest thereon at the rate of Seven per cent per annum, payable semi-annually on the first days of March and September in each year, according to the terms of interest notes thereunto attached, both principal and interest and all other indebtedness accruing hereunder being payable in gold coin of the United States of America, at Bank of Boston Safe Deposit and Trust Company, Boston Mass, and all said notes bearing ten per cent interest after due.

Second. The party of the first part agrees to pay all taxes and assessments upon the said premises before they shall become delinquent, and that until the full payment of said debt he will keep all fences, buildings and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third. It is agreed by said first party that the party of the second part or assigns,