

This Indenture, Made this First day of April in the year of our Lord, one thousand eight hundred and ninety two, and between G. W. E. Griffith, and Percilla H. Griffith husband and wife of the County of Brapahoe and State of Colorado party of the first part, and Henry Gay of West Winsted Connecticut party of the second part

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Thousand Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, Bargained and sold, and by these presents does grant, Bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas to wit: Land in the Northeast quarter of Section Six (6) in Township Thirteen (13) Range Twenty (20), described more particularly as follows: First Tract: Beginning at a point forty two (42) rods south of the North line and Eighty (80) rods East of the West line of said quarter section, from thence run West forty two (42) rods, thence run South thirty eight (38) rods and one and one half (1 1/2) feet, thence run East forty two (42) rods, thence run North thirty eight (38) rods and one and one half (1 1/2) feet to beginning.

Second Tract: Beginning at a point which is forty two (42) rods south of the North line and Twenty seven (27) chains and Twenty eight (28) links East of the West line of said quarter section, thence run West seven (7) chains and Twenty eight (28) links thence run South thirty eight (38) rods and one and one half (1 1/2) feet, thence East to the line of the Right of Way of the St. Louis, Lawrence and Denver Railroad Company, thence following the line of said Right of Way in a North easterly direction to place of beginning.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead, exemption unto the said party of the second part and to his heirs and assigns forever. And the said party of the first part 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 in inheritance therein free and clear of all encumbrances and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever. Provided always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First: The said G. W. E. Griffith is justly indebted unto the said party of the second part in the principal sum of ten thousand Dollars lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said party of the first part, and secured to be paid by one certain Mortgage Bond or promissory note, to wit:

Bond No. for Ten Thousand Dollars, due on the first day of April A.D. 1897, all bearing date April 1st 1892, and payable to the said Henry Gay or order at the Third National Bank in the City of New York, with interest at the rate of six per cent payable semi-annually on the first days of April and October in each and every year. Said several installments