

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety five, by and between Nurdyke and Marmon Co. of the County of Marion, and State of Ind party of the first part, and Martin Gordon and Theodie Gordon his wife of Douglas County Kansas part of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Nine Hundred Dollars, Dollars, to them 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 do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to their heirs and assigns, forever, all of the following-described tract of land, lying and situate in Douglas County and State of Kansas, to wit: East Half of the north east quarter of section two (2) Township fifteen (15) South, range nineteen East containing eighty acres more or less.

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 their heirs and assigns, forever And the said party of the first part 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, their 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, said Martin Gordon and Theodie Gordon justly indebted unto the said party of the first part in the principal sum of Nineteen Hundred Dollars, lawful money of the United States of America (being for purchase money made by the said party of the second part to the said Nurdyke and Marmon Co. a Corporation and payable according to the tenor and effect of a certain First Mortgage Real Estate Notes, numbered 1, 2 and 3 and executed and delivered by the said Martin Gordon and Theodie Gordon bearing date March 1st 1895 and payable to the order of the said Nurdyke and Marmon Company, Three Hundred Dollars each and due in one, two and three years after date at Indianapolis Ind. Indiana Nat. Bank with interest thereon from date until maturity at the rate of six per cent. per annum, payable annually, on the 1st days of March in each year, and eight per cent. per annum after maturity.

Second, Martin Gordon and Theodie Gordon hereby agree to pay all taxes

Released see Book 30 Page 220