

## Golden Belt Town Company records

### Section 43, Pages 1261 - 1290

The Golden Belt Town Company was incorporated in 1886. It was chartered to buy and sell land on the right of way of the Chicago, Rock Island and Pacific Railway in south-central Kansas, including the communities of Waldeck, Durham, Tampa, Ramona, Lincolnville, Furley, and Peck. The company also owned an undivided one-half interest in the Lost Springs, Aulne, Elbing, Whitewater, and Gladys townsites. Mr. F. H. Kollock of Peabody, Kansas, was named president and served until his death in 1895, at which time Samuel T. Howe assumed the position. G. H. Blackwelder of Wichita was secretary, G. W. Hurd of Abilene was treasurer, and A. Clark of Peabody was general agent. These company records include director's minutes, correspondence, financial statements, land contracts and deeds, and several books containing applications for lots and price lists.

Date: 1886-1897

Callnumber: KansasTown & Land Company Coll. #130, Box 106 - 108

KSHS Identifier: DaRT ID: 307408

Item Identifier: 307408

[www.kansasmemory.org/item/307408](http://www.kansasmemory.org/item/307408)

KANSAS  
HISTORICAL  
SOCIETY



### TOWN LOT CONTRACT.

Sale No. 74

### The Golden Belt Town Company,

This Agreement, Made this first day of September in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
Lincolnville Lumber Co of Lincolnville  
County of Marion and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. One (1) & Two (2) in block thirty six (36)

in the Town of Lincolnville, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of

fifty DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of ten dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in four payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>Mch</u>	<u>1888</u>	<u>10 00</u>	<u>2 00</u>	<u>12 00</u>	
Second Payment	<u>1st</u>	<u>Sept</u>	<u>1888</u>	<u>10 00</u>	<u>1 50</u>	<u>11 50</u>	
Third Payment	<u>1st</u>	<u>Mch</u>	<u>1889</u>	<u>10 00</u>	<u>1 00</u>	<u>11 00</u>	
Fourth Payment	<u>1st</u>	<u>Sept</u>	<u>1889</u>	<u>10 00</u>	<u>0 50</u>	<u>10 50</u>	

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and revest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and its assignee, or other person acquiring  
title or interest from or through it shall preclude the first party from the right to convey the premises to said second  
party or its assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
its signature on the day and year first above written.

### THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Purley  
Secretary.

By

John Collock President.  
Lincolnville Lbr Co  
J. E. Stewart Manager





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
and state of \_\_\_\_\_ heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said  
heirs and assigns, a deed for said land, in-  
stead of to me,  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

[SEAL]

State of Kansas,  
County, ss.  
Before me,

in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and duly acknowledged  
the execution of said assignment. Given under my hand and  
day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE.—The above judgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the Court of Record, or a Notary Public.

### CONTRACT.

Sale No. 77

The Golden Belt Town Company  
WITH  
Lincolnville Lumber Co  
Lincolnville  
Kans

Lot 1-2- Block 36,

Town of Lincolnville

Dated Sept 1, 1887,

Deed

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.





### TOWN LOT CONTRACT.

Sale No. 76

### The Golden Belt Town Company,

This Agreement, Made this first day of September in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
J. W. Mammian of Lincolnville  
County of Marion and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. ten (10) and fifteen (15) in block no thirty seven (37)

in the Town of Lincolnville, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of

Twenty five DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of 100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in four payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>November</u>	<u>1887</u>	<u>6.25</u>	<u>0.7</u>	<u>6.32</u>	<u>Pa 12/9/87 \$6.32</u>
Second Payment	<u>1st</u>	<u>May</u>	<u>1888</u>	<u>6.25</u>	<u>93</u>	<u>7.18</u>	<u>8/12/88 Pa \$7.30</u>
Third Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>6.25</u>	<u>6.2</u>	<u>6.87</u>	
Fourth Payment	<u>1st</u>	<u>May</u>	<u>1889</u>	<u>6.25</u>	<u>3.1</u>	<u>6.56</u>	

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and rest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Gurley  
Secretary.

By

J. W. Mammian  
President.



## Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for and in consideration of \_\_\_\_\_ DOLLARS, to me in hand paid, do hereby sell, assign and transfer for all my right, title, interest and claim in and to the within described tract or parcel of land unto \_\_\_\_\_ of the county of \_\_\_\_\_ and state of \_\_\_\_\_ heirs and assigns forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said \_\_\_\_\_ any and all money, or unpaid balances, due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_ heirs and assigns, a deed for said land, in- stead of to me.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

[SEAL]

State of Kansas,  
County, ss. \_\_\_\_\_  
Before me, \_\_\_\_\_, a

in and for said county and state, this day came \_\_\_\_\_, to me personally known to be the identical person who executed the within contract, and who executed the within assignment of said contract, and \_\_\_\_\_ duly acknowledged the execution of said assignment. Given under my hand and day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE: This form of assignment is only to be used in the case of the Power, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Records, or a Notary Public.

## CONTRACT.

Sale No. 76

The Golden Belt Town Company  
WITH

*J. W. Mammie*  
*Lincolnvill*  
*Kans*

Lot 10-15 Block 37

Town of *Lincolnvill*

Dated *Sept 1<sup>st</sup>*, 1887.

*Deeded Lot 10 -*  
*12/9/87*

*Cancelled for Lot 15*  
*Blk 37*

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEARSON GAZETTE JOB PRINT.



*Lincolnvill, Kas Dec 7/87*  
*Received by the within com-*  
*pany at the deed for Lot 10*  
*their contract for*

*J. W. Mammie*



TOWN LOT CONTRACT.

Sale No. 78

### The Golden Belt Town Company,

This Agreement, Made this first day of October in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
J. S. Bell of Canon  
County of McPherson and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. twenty five (25) & twenty six (26) in Block  
no twenty three (23)  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of

seventy five DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of eighteen 7/100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1</u>	<u>Apr</u>	<u>1888</u>	<u>18 75</u>	<u>2 81</u>	<u>21 56</u>	
Second Payment	<u>1</u>	<u>Oct</u>	<u>1888</u>	<u>18 75</u>	<u>1 87</u>	<u>20 62</u>	
Third Payment	<u>1</u>	<u>Apr</u>	<u>1889</u>	<u>18 75</u>	<u>93</u>	<u>19 68</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and revest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions of relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Gurley  
Secretary.

By,

E. H. Mallock  
President.





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
DOLLARS,  
and in consideration of \_\_\_\_\_, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_ heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said  
heirs and assigns, a deed for said land, in-  
stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_ [SEAL]

State of Kansas,  
Before me,  
County, 55.

in and for said county and state, this day came  
\_\_\_\_\_, to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and duly acknowledged  
the execution of said assignment. Given under my hand and seal, this  
day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE.—The above instrument may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the Court of Record, or a Notary Public.

### CONTRACT.

Sale No. 78

The Golden Belt Town Company

WITH

T. S. Bell

Carleton

Thurs

Lot 25-26 Block 23

Town of Durham

Dated Oct 1, 1887

### NO ASSIGNMENT VALID,

Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.

J. A. B.



TOWN LOT CONTRACT.

Sale No. 78

### The Golden Belt Town Company,

This Agreement, Made this first day of October in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
J. S. Bell of Canon  
County of McPherson and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lots Nos Twenty five (25) & Twenty six (26)  
in Block no Twenty three (23)  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
Twenty five DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Eighteen 75 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in Three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>April</u>	<u>1888</u>	<u>18 75</u>	<u>2 81</u>	<u>21 56</u>	
Second Payment	<u>1st</u>	<u>Oct</u>	<u>1888</u>	<u>18 75</u>	<u>1 87</u>	<u>20 62</u>	
Third Payment	<u>1st</u>	<u>Apr</u>	<u>1889</u>	<u>18 75</u>	<u>93</u>	<u>19 68</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and recede in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hinderance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles S. Anderson  
Secretary

By

Chas. H. Alcock

President.





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_ heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_  
heirs and assigns, a deed for said land, in-  
stead of to me,  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

[SEAL]

State of Kansas,  
County, ss.  
Before me,

\_\_\_\_\_ a  
in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and daily acknowledged  
the execution of said assignment. Given under my hand and seal, this  
day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE.—The above assignment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Records, or a Notary Public.

### CONTRACT.

Sale No. 78

The Golden Belt Town Company  
WITH

*H. Bell of*  
*Carlton*  
*Kans*

Lot 25-26 Block 23

Town of *Durham*

Dated *Oct 1*, 188*7*

*N. G. R.*  
*deud*

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEARSON GAZETTE JOB PRINT.





### TOWN LOT CONTRACT.

Sale No. 82.

### The Golden Belt Town Company,

This Agreement, Made this first day of November in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
Henry P. Gade of Durham  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lots Nos nineteen (19) & twenty (20) in block  
no ten (10)  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
twenty five DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Six & 25/100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>May</u>	<u>1888</u>	<u>6.25</u>	<u>23</u>	<u>7.48</u>	
Second Payment	<u>1st</u>	<u>Nov</u>	<u>1888</u>	<u>6.25</u>	<u>62</u>	<u>6.87</u>	
Third Payment	<u>1st</u>	<u>May</u>	<u>1889</u>	<u>6.25</u>	<u>31</u>	<u>6.56</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Finley  
Secretary.

By,

Wm. H. Kallcock  
President.





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
of the county of \_\_\_\_\_ heirs and assigns  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said  
heirs and assigns, a deed for said land, in-

stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_.

[SEAL]

State of Kansas,  
County, ss.  
Before me,  
in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and duly acknowledged  
the execution of said assignment. Given under my hand and seal, this  
day of \_\_\_\_\_, A. D. 18\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18\_\_\_\_  
NOTE.—The acknowledgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the Court of Record, or a Notary Public.

### CONTRACT.

Sale No. 82.

The Golden Belt Town Company  
WITH

Henry P. Gade  
Durham Kans.

Lot 19-20 Block 10

Town of Durham

Dated Nov 1, 1887.

No Good  
No points need since 1st

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.





TOWN LOT CONTRACT.

8/9/88  
Sale No. 85

### The Golden Belt Town Company,

This Agreement, Made this first day of November in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
John and Samuel Bersuch of Lincolnville  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. eight (8) in block no thirty six (36)

in the Town of Lincolnville, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
fifty DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of twelve & 10/100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>May</u>	<u>1888</u>	<u>12.50</u>	<u>1.88</u>	<u>14.38</u>	<u>9/17/88 Paid \$14.93</u>
Second Payment	<u>1st</u>	<u>Nov</u>	<u>1888</u>	<u>12.50</u>	<u>1.28</u>	<u>13.78</u>	<u>11/11/89 Paid 14.03</u>
Third Payment	<u>1st</u>	<u>May</u>	<u>1889</u>	<u>12.50</u>	<u>62</u>	<u>13.12</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
tally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

### THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Gentry  
Secretary

By:

John and Samuel Bersuch  
President.





### Deed of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
heirs and assigns  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said

heirs and assigns, a deed for said land, in-  
stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_.

[SEAL]

State of Kansas, \_\_\_\_\_  
County, ss.

Before me, \_\_\_\_\_, a

in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and daily acknowledged  
the execution of said assignment. Given under my hand and seal, this  
day of \_\_\_\_\_, A. D. 18\_\_.

Notary Public term expires \_\_\_\_\_ 18\_\_.

NOTE.—The acknowledgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the Court of Records, or a Notary Public.

### CONTRACT.

Sale No. 85

The Golden Belt Town Company

WITH

John & Samuel Busch,  
Lincolnville  
Kansas

Lot 8 Block 26

Town of Lincolnville

Dated Nov 1, 1887.

Deed.

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEARSON GAZETTE JOB PRINT.





TOWN LOT CONTRACT.

Sale No. 85

### The Golden Belt Town Company,

This Agreement, Made this first day of November in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
John and Samuel Busch of Lincolville  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. eight in block no thirty six (36)

in the Town of Lincolville, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of 200  
fifty DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of twelve 50 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>May</u>	<u>1888</u>	<u>12.50</u>	<u>1.88</u>	<u>14.38</u>	
Second Payment	<u>1st</u>	<u>Oct</u>	<u>1888</u>	<u>12.50</u>	<u>1.25</u>	<u>13.75</u>	<u>✓</u>
Third Payment	<u>1st</u>	<u>May</u>	<u>1889</u>	<u>12.50</u>	<u>.62</u>	<u>13.12</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hinderance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Finley  
Secretary

By

John and Samuel Busch  
President.





**Term of Assignment.**

I, John S. Bensch one of the within named purchasers for and in consideration of Five hundred and seventy five DOLLARS, to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the within described tract or parcel of land unto Samuel Bensch of the county of Washita and state of Kansas, his heirs and assigns forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said Samuel Bensch any and all money, or unpaid balances, due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement or contract, to execute, or cause to be executed to the said Samuel Bensch his heirs and assigns, a deed for said land, instead of to me.

Given under my hand and seal this 8th day of Jan. A. D. 18 90

John S. Bensch Samuel Bensch Samuel Bensch [SEAL]

State of Kansas, Washita County, ss.

Before me, W. D. Phillips a Justice of the Peace in and for said county and state, this day came John S. Bensch to me personally known to be the identical person who executed the within contract, and who executed the within assignment of said contract, and admittedly acknowledged the execution of said assignment. Given under my hand and seal, this 8th day of Jan. A. D. 18 90 W. D. Phillips, J. P.

Notary Public term expires 18

NOTE.—The acknowledgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Record, or a Notary Public.

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**CONTRACT.**  
Sale No. 80

The Golden Belt Town Company  
WITH  
John S. Bensch  
Washita  
Kansas

Lot 8 Block 36

Town of Washita

Dated Nov 1 1887

W. D. Phillips  
11/1/90

**NO ASSIGNMENT VALID,**  
Unless notice thereof be given to the party of the first part, and accepted by said first party.

PUBLISHED BY THE PRESS.





TOWN LOT CONTRACT.

Sale No. 100

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1888  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and

H.S. Madox of Durham  
County of Marion and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. fourteen (14) sixteen (16) seventeen (17) in block eleven (11)

in the Town of Tampa, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of

One Hundred DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Twenty five dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>25 00</u>	<u>3 75</u>	<u>28 75</u>	
Second Payment	<u>1st</u>	<u>Dec</u>	<u>1888</u>	<u>25 00</u>	<u>2 50</u>	<u>27 50</u>	
Third Payment	<u>1st</u>	<u>June</u>	<u>1889</u>	<u>25 00</u>	<u>1 25</u>	<u>26 25</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

#### THE GOLDEN BELT TOWN COMPANY.

Countersigned:

By

President.

Charles C. Hurley  
Secretary.

E. H. Ballcock  
President.





### Term of Assignment.

I, \_\_\_\_\_, the within named purchaser, for and in consideration of \_\_\_\_\_ DOLLARS, to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the within described tract or parcel of land unto \_\_\_\_\_ heirs and assigns forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said \_\_\_\_\_ any and all money, or unpaid balances, due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_

heirs and assigns, a deed for said land, instead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

[SEAL]

State of Kansas,

County, ss.

Before me,

in and for said county and state, this day came \_\_\_\_\_, a \_\_\_\_\_ to me personally known to be the identical person who executed the within contract, and who executed the within assignment of said contract, and duly acknowledged the execution of said assignment. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_.

NOTE.—The acknowledgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Sessions, or a Notary Public.

### CONTRACT.

Sale No. 100.

The Golden Belt Town Company  
WITH

*H. S. Madox*  
*Durham Kansas*

Lot *14-16-17* Block *11*

Town of *Tampa*

Dated *Dec 1*, 188*7*

### NO ASSIGNMENT VALID,

Unless notice thereof be given to the party of the first part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.



### TOWN LOT CONTRACT.

Sale No. 100

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
H.S. Madox of Marion  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. fourteen (14) sixteen (16) & seventeen (17) in Block  
eleven (11) in the Town of Tampa, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
One Hundred DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Twenty four Dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>25 00</u>	<u>3 75</u>	<u>28 75</u>	
Second Payment	<u>1st</u>	<u>Dec</u>	<u>1888</u>	<u>25 00</u>	<u>2 50</u>	<u>27 50</u>	
Third Payment	<u>1st</u>	<u>June</u>	<u>1889</u>	<u>25 00</u>	<u>1 25</u>	<u>26 25</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hinderance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

By

President.

Secretary.

Charles C. Finley W. H. Kallack





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_ heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said  
heirs and assigns, a deed for said land, in  
stead of to me,  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_ [SEAL]

State of Kansas,

County, 55.

Before me,

in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract and  
the execution of said assignment. Given under my hand and  
day of \_\_\_\_\_, A. D. 18\_\_\_\_ seal, this

Notary Public term expires 18\_\_\_\_

NOTE.—The above assignment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Records of a Notary Public.

### CANCELED CONTRACT.

Sale No. 740

The Golden Belt Town Company

WITH

H. S. Madox

Durham Kansas

Lot 14-16-17 Block 112

Town of Tampa

Dated Dec 1, 1887

### NO ASSIGNMENT VALID,

Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEARSON GAZETTE JOB PRINT.



State of Kansas } ss  
County of Marion

John Hiltz of lawful age, being  
first duly sworn deposes. That on or about the  
30 day of July 1889 he received from the Golden  
Belt Town Company a deed for lot 24 in Block  
10 Town of Durham. That said deed was never  
recorded, that it was lost or stolen, that  
he has never conveyed said land or any interest  
therein to any person and is now the sole owner  
thereof. And that this affidavit is made  
for the purpose of securing a quit claim deed  
from said Golden Belt Town Company for said  
lot  
witness my hand + Notary Public  
Subscribed and sworn to before me this  
23 day of December 1890

W. Stephenson

Notary Public  
Commission Expires May 15 1892





### TOWN LOT CONTRACT.

Sale No. 89

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
Henry Mayer & John Heider of Durham  
County of Marion and state of Kansas, of the second part,

Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. Twenty six (26) and twenty seven (27) in  
Block no Ten No  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
fifty DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Twelve & 5/100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1<sup>st</sup></u>	<u>June</u>	<u>1888</u>	<u>13.50</u>	<u>1.87</u>	<u>14.37</u>	
Second Payment	<u>1<sup>st</sup></u>	<u>Dec</u>	<u>1888</u>	<u>13.50</u>	<u>1.25</u>	<u>13.75</u>	<u>7/24/89 \$14.76</u>
Third Payment	<u>1<sup>st</sup></u>	<u>June</u>	<u>1889</u>	<u>12.50</u>	<u>6.2</u>	<u>13.12</u>	<u>" " 13.12</u>
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hinderance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and their assignee, or other person acquiring  
title or interest from or through them shall preclude the first party from the right to convey the premises to said second  
party or their assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
their signature on the day and year first above written.

### THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles S. Gentry  
Secretary.

By:

Arthur Walcott President.

Harry Weigand

John Heider

### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for and in consideration of \_\_\_\_\_ DOLLARS, to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the within described tract or parcel of land unto \_\_\_\_\_ heirs and assigns forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said \_\_\_\_\_ any and all money, or unpaid balances, due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_ heirs and assigns, a deed for said land, instead of to me.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

(SEAL)

State of Kansas.

County, ss.

Before me,

in and for said county and state, this day came \_\_\_\_\_, a \_\_\_\_\_ to me personally known to be the identical person who executed the within contract, and who executed the within assignment of said contract and duly acknowledged the execution of said assignment. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE.—The above judgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Records, or a Notary Public.

### CONTRACT.

Sale No. 89

The Golden Belt Town Company  
WITH

*Henry Wagon & John Heider*  
*Durham Kansas.*

Lots 26-27 Block 10

Town of *Durham*

Dated *December 1, 1887.*

*Deeded*  
*7/26/89*  
*Lot 24, 6 J. Heider*  
*" 27 " H. Heider*

**NO ASSIGNMENT VALID,**  
Unless notice thereof be given to the party of the first part, and accepted by said first party.

PEARSON GAZETTE JOB PRINT.





Durham. Kansas Aug 12 1887  
This Certifies that I have this day Received from the  
Golden Belt town Company, Deed to Lot 26, Block 10,  
in the town of Durham Marion County Kansas. It being  
in accordance with instruction to said Company  
for a Division of Lots 26 & 27, <sup>Block 10,</sup> Durham Kansas according  
to Mutual Agreement between myself and Henry Weigandt  
Signed in Presence of J. A. Stephenson Johann Grindel

Durham Kansas, Aug 12 1887.  
This Certifies that I have this day Received from the  
Golden Belt Town Company, Deed to Lot 27, Block 10, in  
the town of Durham Marion County Kansas It being  
in accordance with instructions, to said Company,  
for a Division of Lots 26 & 27 Block 10. Durham Kansas  
According to Mutual Agreement between myself and John Heidel  
Signed in Presence of J. A. Stephenson Garret Weigandt

And upon the terms and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may come into effect, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or derived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to comply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon, and that no agreements or conditions or relation between the second party and their assignee, or other person acquiring title or interest from or through them shall preclude the first party from the right to convey the premises to said second party or their assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set their signatures on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles C. Finley  
Secretary.

By

Edith Kallcock  
President.  
Garret Weigandt  
Johann Grindel





### TOWN LOT CONTRACT.

Sale No. 87

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
Henry Mayer & John Heider of Durham  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lots No. Twenty six (26) and twenty seven in block no  
Ten (10)  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of

fifty DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of twelve and 5/100 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>Jan</u>	<u>1888</u>	<u>12.50</u>	<u>1.87</u>	<u>14.37</u>	<u>Any 27, 1888</u>
Second Payment	<u>1st</u>	<u>Dec</u>	<u>1888</u>	<u>12.50</u>	<u>1.28</u>	<u>13.78</u>	<u>Rec'd Payment 1st Sept</u>
Third Payment	<u>1st</u>	<u>Jan</u>	<u>1889</u>	<u>12.50</u>	<u>6.2</u>	<u>12.12</u>	<u>7/6/89</u>
Fourth Payment							<u>7/8/89</u>

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and revest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and their assignee, or other person acquiring  
title or interest from or through them shall preclude the first party from the right to convey the premises to said second  
party or their assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
their signatures on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles B. Finley  
Secretary.

By

Chas. B. Alcock  
President.  
James W. Winters  
John W. Guidel





**Form of Assignment.**

I, \_\_\_\_\_, the within named purchaser, for DOLLARS, and in consideration of \_\_\_\_\_, do hereby sell, assign and transfer, all my right, title, interest and claim to and to the within described tract or parcel of land unto \_\_\_\_\_ and state of \_\_\_\_\_, heirs and assigns forever. And I hereby authorize and empower the \_\_\_\_\_ GOLDEN BELT TOWN COMPANY to receive from the said \_\_\_\_\_ any and all money, or unpaid balances, due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and upon the final payment of the purchase money, and a full compliance with all the requirements contained in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_ heirs and assigns, a deed for said land, in stead of to me.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_.

(SEAL)

**State of Kansas,**  
County, ss. \_\_\_\_\_  
Before me, \_\_\_\_\_, a \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_, in and for said county and state, this day came \_\_\_\_\_, to me personally known to be the identical person who executed the within contract, and who executed the within assignment of said contract, and duly acknowledged the execution of said assignment. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18\_\_\_\_.

NOTE: The within assignment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the Court of Record, or a Notary Public.

**CONTRACT.**  
Sale No. 89

The Golden Belt Town Company  
WITH  
Henry Wagon & John Winder  
Durham Kansas

Lot 26-27 Block 10  
Town of Durham  
Dated December 1, 1887.

*Deeds Delivered*

**NO ASSIGNMENT VALID,**  
Unless notice thereof be given to the party of the first part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.



TOWN LOT CONTRACT.

Sale No. 72

### The Golden Belt Town Company,

This Agreement, Made this First day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
L. M. Mc Cain of Durham  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. Twenty seven (27) in Block no Four (4)

in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
thirty four DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of eight dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>8.50</u>	<u>1.27</u>	<u>9.77</u>	
Second Payment	<u>1st</u>	<u>Dec.</u>	<u>1888</u>	<u>8.50</u>	<u>86</u>	<u>9.35</u>	
Third Payment	<u>1st</u>	<u>June</u>	<u>1889</u>	<u>8.50</u>	<u>42</u>	<u>8.92</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or  
derived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

#### THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles L. Judy  
Secretary.

By, E. H. Bullock President.

L. M. Mc Cain





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto \_\_\_\_\_ heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_ any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_  
heirs and assigns, a deed for said land, in-  
stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_ [SEAL]

State of Kansas.

County, ss.

Before me, \_\_\_\_\_, a  
in and for said county and state, this day came  
\_\_\_\_\_ to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and duly acknowledged  
the execution of said assignment. Given under my hand and  
day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_

Notary Public term expires \_\_\_\_\_ 18 \_\_\_\_\_

NOTE.—The acknowledgment may be taken before a Justice of the Peace, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the Court of Record, or a Notary Public.

### CONTRACT.

Sale No. 77

The Golden Belt Town Company

WITH

L. M. M. Cair  
Durham Kansas

Lot 27 Block 4

Town of Durham

Dated Dec 1, 1887

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

FRANCIS GAZETTE JOB PRINT.



### TOWN LOT CONTRACT.

Sale No. 92

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
L.M. McCain of Durham  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot No. twenty seven (27) in Block no four (4)

in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
thirty four DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Eight 8.00 dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>8.50</u>	<u>1.27</u>	<u>9.77</u>	
Second Payment	<u>1st</u>	<u>Dec</u>	<u>1888</u>	<u>8.50</u>	<u>85</u>	<u>9.35</u>	
Third Payment	<u>1st</u>	<u>June</u>	<u>1889</u>	<u>8.50</u>	<u>42</u>	<u>8.92</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punc-  
tually, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and rest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hindrance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions of relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles Aubrey  
Secretary.

By

E.H. Kallcock  
L.M. McCain  
President.



**Form of Assignment.**

I, \_\_\_\_\_, the within named purchaser, for  
DOLLARS,  
and in consideration of \_\_\_\_\_, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_, heirs and assigns  
forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
any and all money, or unpaid balances,  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and a full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said  
heirs and assigns, a deed for said land, in-  
stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_\_\_. [SEAL]

State of Kansas,  
County, ss.  
Before me, \_\_\_\_\_, a  
Notary Public for said county and state, this day came  
\_\_\_\_\_ to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and \_\_\_\_\_ daily acknowledged  
the execution of said assignment. Given under my hand and  
day of \_\_\_\_\_, A. D. 18\_\_\_\_.

Notary Public term expires \_\_\_\_\_ 18\_\_\_\_.

NOTE.—The above Notary Public is not to make more than one assignment of the Power, if the parties reside in the state where the land lies, or if out of the  
state, before the Clerk of the District Court of Kansas, in the County where the land lies.

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in dec for*

**CONTRACT.**  
Sale No. 72  
**CANCELLED**

The Golden Belt Town Company  
WITH  
L. W. W. Cain  
Durham Kansas

Lot 27 Block 4  
Town of Durham  
Dated Dec 1, 1887.

**NO ASSIGNMENT VALID,**  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

FRANKLIN GAZETTE JOB PRINT.



### TOWN LOT CONTRACT.

Sale No. 93

### The Golden Belt Town Company,

This Agreement, Made this first day of December in the year 1887  
between THE GOLDEN BELT TOWN COMPANY, of the first part, and  
Birch Bowyer of Durham  
County of Marion and state of Kansas, of the second part,  
Witnesseth, That in consideration of the stipulations herein contained, and the pay-  
ments to be made as hereinafter specified, the first party hereby agrees to sell unto the second  
party Lot Nos twenty five (25) to twenty six (26) in block  
four (4)  
in the Town of Durham, County of Marion and state of  
Kansas, as designated by the recorded map of said town, for the sum of  
Sixty Eight DOLLARS,  
with interest at the rate of ten per cent. per annum. Payment has been made and received  
of Seventeen dollars, and the remaining principal,  
with the accruing interest, shall be paid at the office of the first party, in three payments,  
at the times and in the manner following, that is to say:

	DAY.	MONTH.	YEAR.	PRINCIPAL.	INTEREST.	AMOUNT.	RECEIPTS.
First Payment	<u>1st</u>	<u>June</u>	<u>1888</u>	<u>17 00</u>	<u>2 55</u>	<u>19 55</u>	
Second Payment	<u>1st</u>	<u>Dec</u>	<u>1888</u>	<u>17 00</u>	<u>1 70</u>	<u>18 70</u>	
Third Payment	<u>1st</u>	<u>June</u>	<u>1889</u>	<u>17 00</u>	<u>1 80</u>	<u>18 80</u>	
Fourth Payment							

And the said second party, in consideration of the premises, hereby agrees that he will  
make punctual payment of the above sums, as each of the same respectively becomes due,  
and that he will regularly and seasonably pay all such taxes and assessments as may  
hereafter become due on said premises.

In case the second party, his legal representatives or assigns, shall pay the several sums aforesaid, punctually and at  
the times above limited, and shall strictly and literally perform all and singularly the agreements and stipulations aforesaid,  
after their true tenor and intent, then the first party will cause to be made and executed unto the said second party, his heirs or  
assigns (upon request at the office of the first party, and the surrender of this contract), a DEED, conveying said premises in  
fee simple, with the ordinary covenants of WARRANTY as to incumbrances existing against said premises at the date of this  
contract. And it is hereby agreed and covenanted by the parties hereto, that time and punctuality are material and essential  
ingredients in this contract. And in case the second party shall fail to make the payments aforesaid, and each of them, punctu-  
ally, and upon the strict terms and times above limited, and likewise to perform and complete all and each of the agreements  
and stipulations aforesaid, strictly and literally, without any failure or default, then this contract, so far as it may bind said  
first party, shall be utterly NULL and VOID, and all rights and interests hereby created, or then existing, in favor of or de-  
rived from the second party, shall utterly cease and determine, and the right of possession, and all equitable and legal interests  
in the premises hereby contracted, shall revert to and re-vest in said first party, without any declaration of forfeiture or act of  
re-entry, or any other act by said first party to be performed, and without any right of said second party of reclamation or  
compensation for moneys paid or services performed, as absolutely, fully and perfectly as if this contract had never been made.

And said party of the first part shall have the right immediately, upon the failure of the party of the second part to com-  
ply with the stipulations of this contract, to enter upon the land aforesaid and take immediate possession thereof, together with  
the improvements and appurtenances thereto belonging. And the said party of the second part covenants and agrees that he  
will surrender to the said party of the first part the said land and appurtenances without delay or hinderance, and no court shall  
relieve the party of the second part from a failure to comply strictly and literally with this contract.

And it is further stipulated that no assignment of the premises shall be valid unless the same shall be indorsed hereon,  
and that no agreements or conditions or relation between the second party and his assignee, or other person acquiring  
title or interest from or through him shall preclude the first party from the right to convey the premises to said second  
party or his assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money  
which may be due to the first party.

IN WITNESS OF WHICH, The GOLDEN BELT TOWN COMPANY, has caused these presents, in duplicate, to be signed  
by its President and countersigned by its Secretary, and sealed with its common seal, and the second party has hereunto set  
his signature on the day and year first above written.

THE GOLDEN BELT TOWN COMPANY.

Countersigned:

Charles G. Gentry  
Secretary

By, Birch Bowyer President.

Birch Bowyer





### Form of Assignment.

I, \_\_\_\_\_, the within named purchaser, for  
and in consideration of \_\_\_\_\_ DOLLARS,  
to me in hand paid, do hereby sell, assign and transfer all my right, title, interest and claim in and to the  
within described tract or parcel of land unto \_\_\_\_\_ heirs and assigns  
of the county of \_\_\_\_\_ and state of \_\_\_\_\_ forever. And I hereby authorize and empower the GOLDEN BELT TOWN COMPANY to receive from the said  
due on the within contract, to the said GOLDEN BELT TOWN COMPANY, in part consideration for said land, and  
upon the final payment of the purchase money, and in full compliance with all the requirements contained  
in the within agreement or contract, to execute, or cause to be executed to the said \_\_\_\_\_ heirs and assigns, a deed for said land, in-  
stead of to me.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18\_\_.

[SEAL]

State of Kansas, \_\_\_\_\_ County, 59.

Before me, \_\_\_\_\_, a  
in and for said county and state, this day came  
to me personally known to be the identical person who executed the  
within contract, and who executed the within assignment of said contract, and \_\_\_\_\_ duly acknowledged  
the execution of said assignment. Given under my hand and seal, this  
day of \_\_\_\_\_, A. D. 18\_\_.

Notary Public term expires \_\_\_\_\_ 18\_\_.

NOTE.—The within assignment is not valid until the signature of the Parties, if the parties reside in the state where the land lies, or if out of the state, before the Clerk of the County of Kansas, or a Notary Public.

### CONTRACT

Sale No. 93

The Golden Belt Town Company  
WITH

Birch Boyer  
Durham Kaive

Lot 25-26 Block 4

Town of Durham

Dated Dec 1, 1887

not in John's hands  
changed 12/92 with by the

NO ASSIGNMENT VALID,  
Unless notice thereof be given to the party of the first  
part, and accepted by said first party.

PEABODY GAZETTE JOB PRINT.



paid up 8500

250 for Lucy