

and out of the money arising out of from the said sale in the first place, pay and satisfy all cost attending the said sale as well as the expenses the said conveyance and then pay off the debt aforesaid with Interest and the surplus, if any, to the said Edwin B. Claude; and the said Edwin B. Claude for himself his heirs executors and administrators, the right and title of the said tract or parcel of Land unto the said William J. Jones, his heirs and assigns forever and defend against the lawful claims or claims of him the said Edwin B. Claude his heirs Executors and Adminis. and against all and every other person or persons whatsoever; and the said William J. Jones on his part covenants and agrees that he will make sale of the right and interest hereby conveyed or intended to be conveyed for the best price he can obtain for the same after advertising the time and place for fifteen days previous at some public house or stores in the said County and with the monies arising from the sale, first pay and satisfy all cost attending the same as well as the expenses attending this conveyance and then pay off the aforesaid debt and Interest and they pay the overplus, if any, to the said Edwin B. Claude, and the said Joseph B. Claude on his part covenants and agrees that he will release the said tract or parcel of Land from the obligation of this incumbrance, upon the said Edwin B. Claude paying the amount of the aforesaid debt, with interest for witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered
in the presence of

E. B. Claude (seal)
J. B. Claude (seal)
Wm J. Jones (seal)

At a Court held for the County of Southampton the 20th day of March 1837

This Indenture was acknowledged by all the parties thereto to be their act and deed and ordered to be recorded.

Teste L. R. Calverton Clk

This Indenture made this — day of — in the year of our Lord one thousand eight

hundred and thirty seven, between Nelson B. Gardner and Unity his wife of the one part and Hardy Croft of the other part, the former parties of the County of Southampton and the latter of the County of Nancy-mond and State of Missouri: Witnesseth that the said Nelson B. Gardner and Unity his wife for an inconsideration of the sum of Two hundred & eighty dollars to them in hand paid by the said Hardy Croft, at or before the making and delivery of these presents, the receipt whereof is hereby acknowledged, they the said Nelson B. Gardner and Unity his wife have granted bargained and sold unto by these presents date and each of them doth grant bargain and sell unto the said Hardy Croft, his heirs and assigns, a certain tract or parcel of Land lying and being in the aforesaid County of Southampton and adjoining the lands of the heirs of Noah B. Gardner, Alfred Cobb and the said Hardy Croft: marked and bounded as follows, beginning at a stone standing in Alfred Cobb's line a corner of the said Croft's line thence a straight line of marked trees to a Gum in the Poplar Branch thence up the several courses of the run to a Gum in the said Branch a corner thence a straight line of marked trees along the lane to a stake in the aforesaid Croft's line thence along the said Croft's line to the first station, containing seventy two and a half acres be the same more or less, the reversion and reversions, remainder and remainders jointly and their heirs issues and profits thereof and every part and parcel thereof. To have and to hold the said tract or parcel of Land with the premises and appurtenances before mentioned unto the said Hardy Croft his heirs and assigns forever. And the said Nelson B. Gardner and Unity his wife for themselves their heirs the said tract or parcel of Land with all and singular the premises and appurtenances before mentioned unto the said Hardy Croft his heirs and assigns free from the claim of them the said Nelson B. Gardner and Unity his wife or either of them or either of their heirs and of all and every other person or persons whatsoever whatsoever shall with and is warrant and forever defend by these presents. In Witness whereof the said Nelson B. Gardner and Unity his wife have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
in presence of
Southampton County, Mo.

Nelson B. Gardner (seal)
Unity B. Gardner (seal)

We the Berr. Bowers & James Clayton Judges of the Peace in the County aforesaid in the