

COMMISSIONER'S RECORD O

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That said Party of the First Part covenants and agrees that he is the owner of said above described property and has good right to sell the same; he further covenants and agrees to make and execute a good and sufficient warranty deed and to place the same in escrow with the First National Bank of Lawrence, Kansas, to be delivered to Party of the Second Part upon payment of the total purchase price as hereinbefore provided.

That Party of the First Part covenants and agrees that he will give a good and sufficient abstract of title to the real estate showing a merchantable title to said real estate and that Party of the First Part shall pay the taxes of 1951 on said real estate and that Party of the First Part will warrant that the same is free and clear of all encumbrances.

Parties further agree that the Party of the First Part is to retain possession of said premises until the total purchase price is paid as herein provided and that if default be made in fulfilling this agreement or any part thereof by or on behalf of Party of the Second Part this agreement shall at the option of the Party of the First Part shall forfeit all payments made by it on the same and such payments will be retained by said Party of the First Part in full satisfaction and liquidation of all damages by him sustained.

All parties hereto agree that this contract shall be deposited with the escrow agent, the First National Bank, Lawrence, Kansas, and its said escrow agent's express authority to so act for the parties hereto and to receive the following items in escrow: 1. Voucher and check for Five Hundred Dollars (\$500.00), earnest money payment hereunder. 2. Warranty Deed from Party of the First Part to Party of the Second Part to the above described real estate. 3. Copy of this contract. Said parties further agree to bear equally the costs of said escrow.

It is further mutually agreed that all covenants and agreements herein contained shall extend to by binding upon the heirs, executors and assigns of said parties.

IN WITNESS WHEREOF said parties have hereunto set their hands the day and year first above written.

/s/ Hugh Means
Party of the First Part.

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS, Party of
the Second Part.

/s/ Ray C. Ogden, Chairman.

/s/ Elmer W. Ousdahl, Member.

/s/ Charles E. Banning, Member.

The Board adjourned to meet Saturday, September 22, 1951.

Attest:

T. R. Gerhart
T. R. Gerhart,
County Clerk.

Ray C. Ogden
Ray C. Ogden, Chairman Board of County
Commissioners of Douglas County.

September 22, 1951

The Board of County Commissioners of Douglas County met in regular adjourned session, all members of the Board being present.

The Board discussed road and bridge matters with county engineer J.I. Rice.

The following resolution was passed by the Board granting Bonnie Tatham the right to sell beer at the "Hut", 523 West 23rd Street, Lawrence, on motion by Mr. Ousdahl and second by Mr. Banning, and on vote being taken, motion carried:

RESOLUTION

WHEREAS, on the 22nd day of September, 1951, the same being a regular adjourned meeting of the Board of County Commissioners, of Douglas County, the application of Bonnie Tatham, for a beer license came on for consideration of said Board, and

WHEREAS, the Board does find that the said Bonnie Tatham is in all ways qualified under the law to sell cereal malt beverages for consumption on the premises, and

WHEREAS, the Board further finds that due and legal notice has been given to the Wakarusa Township Board and that ten days have expired from the giving of said notice, and that no written objection has been filed by the Wakarusa Township Board, protesting the granting of a beer license.

NOW, THEREFORE, BE IT RESOLVED that the applicant, Bonnie Tatham be granted a license to sell cereal malt beverages for consumption on premises at the place so described in application.

BE IT FURTHER RESOLVED THAT T. R. Gerhart, County Clerk of Douglas County be and he is hereby directed to issue said license.

*Beer License
Bonnie Tatham*