341.9

A tract of land comprising Fifteen (15) acres, more or less, located in the Northeast Corner of the Northwest Quarter (NW1/4) of Section 32, Township 11, Range 20, East of the 6th P.M. in Jefferson County, Kansas. These premises include the house, adjacent barn, garage, and pond nearby (south), and the west boundary shall be the old fence line.

_

Said party of the first part does hereby covenant and agree that at the delivery of this instrument he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except:

(1) Any mortgage which has been properly recorded as of the date of this agreement in the mortgage records of Jefferson County, Kansas.
(2) A contract for the sale of a tract of land comprising Fifteen (15) acres, more or less, located in the Northeast Corner of the Northwest Quarter (NW1/4) of Section 32, Township 11, Range 20, East of the 6th P.M. in Jefferson County, Kansas, executed on the 5th day of September, 1969, by Ward A. Thompson and Donna M. Thompson, and Pearl L. Dover and Zackariah L. Dover.
(3) A contract of sale for the property described in the paragraph

next above, from Junius Underwood to Ward A. Thompson, for the total price of \$9,500.00, and on which there presently is a balance of approximately \$6,000.00.

Said party of the first part hereby agrees to pay all taxes assessed on the premises mortgaged in this agreement before any penalties or costs shall accrue on account thereof.

NOW, if said party of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money above described, to-wit: Thirteen Thousand Nine Hundred and Fifteen Dollars (\$13,915.00), together with interest thereon, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if the said sum of money, or any part thereof, is not paid when the same is by law made due and payable, then the whole of said sum, and the interest thereon, shall and by these presents become due and payable at the option of the holder hereof, the said party of the second part shall be entitled to possession of said premises.