

## AGREEMENT

MEMORANDUM OF AGREEMENT, Made this 11th. day of May A. D. 1936, between Mamie Price party of the first part, and J. S. Tadlock and Ruby Tadlock party of the second part.

WITNESSETH, That the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said party of the first part will cause to be conveyed to the party of the second part, in fee simple, clear of all incumbrances whatever (except as hereinafter mentioned) by a General Warranty Deed, and an Abstract showing a good merchantable title to the following lot, piece or parcel of ground, situated in the County of Douglas and State of Kansas, to-wit:

Lots No. 35 and 36 College St. Baldwin Kas.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Twelve Hundred Dollars, in the manner following: Two Hundred Seventy Dollars, cash in hand, said as earnest-money, the receipt of which is hereby acknowledged, and the sum of Nine Hundred Thirty Dollars in monthly payments of ten dollars on the 10th. of each month after date until the sum of Nine Hundred is paid in full.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with Mrs Charles Wineinger, and all deferred payments (except incumbrances assumed) are to be paid through said Mrs Charles Wineinger. Possession to be given on this date, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by them. It is understood and agreed that the first party is to pay the taxes for the year 1935 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by them on this contract and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by her sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

Mamie Price  
J. S. Tadlock  
Ruby Tadlock

State of Kansas, County of Douglas, SS:

BE IT REMEMBERED, That on this 11 day of May A.D. 1936 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mamie Price and J. S. Tadlock & Ruby Tadlock to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires Jan 27 1938

C. E. Francis  
Notary Public.

Recorded December 18, 1936 at 2:45 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 3547

## ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The First National Bank of Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Albert Lee Mason and Gertrude Mason, his wife, to The Merchants Loan and Savings Bank, Lawrence, Kansas, which mortgage is recorded in Book 66 of Mortgages, Page 603, in the office of the Register of Deeds in Douglas County, Kansas,

IN WITNESS WHEREOF, We have hereunto set our hand this 26th day of October 1936,

(CORP. SEAL)

THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS,  
By F. C. Whipple, Cashier

STATE OF KANSAS,  
Douglas County, )SS

BE IT REMEMBERED, That on this 26th day of October 1936, before me, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of the First Savings Bank of Lawrence, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires January 14, 1939.

Leona R. Pippert  
Notary Public.

Recorded December 21, 1936 at 8:00 A.M.

*Harold A. Beck* Register of Deeds.