

ARTICLES OF AGREEMENT

CONDITIONAL AGREEMENT, Made this 22nd day of JUNE 1934 by and between Mrs WILSON MARTIN of the County of Douglas and State of Kansas of the first part, and M. W. Janicke and Fayetta Janicke his wife, of the County of Douglas and State of Kansas, of the second part:

WITNESSETH, That said party of the first part has this day agreed to sell to the said party of the second part, on the conditions and for the consideration hereinafter mentioned, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

84 acres of land more or less, located in Section Four, Township, Thirteen, Range, Nineteen East, Further described as Follows:

the whole consideration for said premises to be Two Thousand Eight Hundred, (\$2800.00) Dollars, which amount the said party of the second part agrees to pay as follows, to-wit One Hundred (\$100.00) - - Dollars in hand paid, the receipt whereof is hereby acknowledged; and the balance of Twenty Seven Hundred (\$2700.00) Dollars to be paid by the said party of the second part as follows, to-wit One Hundred (\$100.00) Dollars on the 1st day of September 1934 and Three Hundred (\$300.00) on the 1st day of March 1935, at the time said second parties take possession of the property. Said second parties are to pay One Hundred (\$100.00 on September 1st 1935 and One Hundred (\$100) dollars on the First day of March-1935 Said payments of (\$100.00) on September 1st and March 1st to continue until the purchase price is retired.

Said first party shall retain all the crop from said land and all revenue derived from same until March 1st. 1935. Party of the first part shall execute and place in escrow a warranty deed to the above described land and place in escrow, in favor of said second parties to be turned over to them upon completion of this contract. Payment of 1/2 the purchase price of land. March 1-1935 All the deferred payments to draw interest at the rate of 6% per cent. per annum, from date until paid; interest payable semi-Annually, on September 1st and March 1st of each year.

And the said party of the second part agrees to pay all taxes and assessments that may hereafter become due and chargeable against said premises, at the time the same becomes due and payable. after and including the last half 1934 tax.

The said party of the second part further agrees to keep the improvements on said real property insured, to the insurable value thereof, in some good and reliable insurance company, for the benefit of the party of the first part her heirs and assigns.

The paying of said deferred payments, and the interest thereon, and of said taxes and insurance is at the option of the party of the second part and they shall be under no legal obligation to pay the same; but each of said deferred payments, and interest due thereon, is not paid promptly when the same becomes due and payable, or if said taxes or insurance are not paid promptly, as hereinbefore provided, then in either of said events, all of said deferred payments, and the interest due thereon, shall at once become due and payable, and if the same be not paid immediately on demand of the party of the first part therefor, then said party of the second part, without further notice of any kind, hereby agrees to at once surrender the possession of said real property, with all appurtenances, to said party of the first part, time being the essence of this contract.

Now if the said party of the second part, her heirs or assigns, shall pay or cause to be paid, each of said several sums of money as they severally become due and payable, together with the interest thereon, and otherwise comply with this contract, then this contract to become binding and in full virtue in law, and the said party of the first part binds her self and her heirs to deliver a general Warranty Deed to said premises, free from all incumbrances, (except the taxes that may hereafter accrue) into the said party of the second part, her heirs or assigns. No title shall pass hereby to second party, but the same shall remain in first party, until all the foregoing conditions have been by second party fully complied with.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first herein written.

(Signed in duplicate)

Mrs Mary Martin
M. W. Janicke
Fayetta Janicke

- June 26-1934.

-ADDITIONAL AGREEMENT-

It is agreed by both parties hereto that at the time said second parties pay one half (1/2) the purchase price of the property herein described, that said first shall turn over a Warranty deed to the within described land, and said second parties shall execute a First Mortgage and sign same, to be held by said first party, payable as per the terms of the original contract, This mortgage to be in the sum of Fourteen Hundred (1400.00) dollars.

Mrs. Mary Martin
Fayetta Janicke
M. W. Janicke

STATE OF KANSAS)
DOUGLAS County, JSS.

BE IT REMEMBERED, That on this 25th day of June A. D. 1934 before me, The Undersigned, a Notary Public in and for said County and State, came Mrs Mary Martin, a widow to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires May 6th 1935

Chester A. Hemphill
Notary Public.

STATE OF KANSAS)
Douglas County, JSS.

BE IT REMEMBERED, That on this 23rd day of June A.D. 1934 before me, The Undersigned, a Notary Public in and for said County and State, came M. W. Janicke and Fayetta Janicke his wife to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires May 6th 1935.

Chester A. Hemphill
Notary Public.

Recorded January 12, 1937 at 11:35 A.M.

Harold A. Beck

Register of Deeds.