

# AGREEMENT

MEMORANDUM OF AGREEMENT, Made this 4th day of January A. D. 1937, between W. R. Cheney and Ora Pearl Cheney, his wife party of the first part and W. G. Brandstetter and Mabel G. Brandstetter, his wife, 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 take the payments and perform the covenants hereinafter mentioned on their 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:

The property situated and known as 1406 Tennessee Street, Lawrence, Douglas County, Kansas, and further described as Lot No. 7 in Wilder's Addition to the City of Lawrence, in Douglas County, Kansas.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Forty-five Hundred & 00/100 - - - Dollars, in the manner following: One 1935 Terreplane Coach (Bill of Sale) Value \$500.00 Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and Forty Dollars on February 4, 1937 and Forty Dollars on the fourth day of each month thereafter until the principal sum is paid. The said installments to include principal and interest at the rate of six per cent per annum payable monthly, it being understood that monthly interest shall be calculated on the principal sum due at the beginning of said monthly period and added to the principal and that therefrom there shall be deducted the monthly installments paid during each monthly period and thus create a new principal for the succeeding monthly period. This method to be followed until the principal sum has been paid in full. Parties of the second part to be allowed to pay any additional amount at any time. Any advance payments made shall be applied on current payments should parties of the second part be unable to pay the regular monthly payment.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with M. R. Gill Real Estate Agency, and all deferred payments (except incumbrances assumed) are to be paid through said M. R. Gill Real Estate Agency. Possession to be given on January 4, 1937, 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 1936 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 then 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.

W. R. Cheney  
Ora Pearl Cheney  
W. G. Brandstetter  
Mrs. Mabel G. Brandstetter

Recorded January 27, 1937 at 11:10 A.M.

*Harold A. Beck*

Register of Deeds.

# MORTGAGE

Receiving No. 3731

Reg. No. 941 ^  
Reg. Fee \$2.75

KNOW ALL MEN BY THESE PRESENTS, That Miller J. Carpenter and Anna S. Carpenter, his wife (Grantors), of the County of Douglas, and State of Kansas, for and in consideration of the sum of Eleven Hundred and no/100 (\$1100.00) Dollars, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, (Grantee), do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, of assigns, the following-described premises, situated in the County of Douglas, and the State of Kansas, to-wit:

The North One-half of the West One-half of Lot One (1), in Moreland Place in the City of Lawrence, Kansas.

TO HAVE AND TO HOLD the above granted premises, with all the improvements thereon and appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever. And the said Grantors for themselves and their heirs, executors, administrators, and assigns, covenant with the said Grantee and its successors, of assigns, that the said premises are free and clear from any and all encumbrance, and that they have a good right and lawful authority to convey and mortgage the same, and that they will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantors are the owners of 2 1/8 installment shares, Class "DL", of the said The Aetna Building and Loan Association, and do hereby transfer and assign said shares to said Association as additional Security for the aforesaid indebtedness, and hereby covenant, promise, and agree to do and perform all things which the By-laws of said Association require of its shareholders and borrowers, and do hereby further promise to pay to said Association on said shares and loan the sum of Twelve and 75/100 (\$12.75) Dollars per month on or before the twentieth day of each and every month until the aforesaid indebtedness shall have been paid in full according to the provisions of the by-laws, and in accordance with the terms of a certain promissory note in writing this day given by the grantors to the grantee, in which grantors have agreed to pay the sum hereinbefore mentioned in monthly installments, as set out and described in said promissory note, the conditions of which said note are by reference made a part hereof.

And the said Grantors for themselves & their heirs, executors, administrators, and assigns, hereby further promise and agree that if at any time the above-described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, according to the terms of the note hereinbefore referred to, the balance,