

OPTIONAL CONTRACT OF SALE.

KNOW ALL MEN BY THESE PRESENTS: That Mary Martin of Lawrence, Kansas, party of the first part, and R. K. Glatthar of Lawrence, Kansas, party of the second part;

WITNESSETH: Party of the first part does hereby covenants and agree that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned in this instrument that the said party of the first part will deed, convey, and assure to party of the second part in fee simple by a good and sufficient Warranty Deed, together with abstract showing merchantable title the following described real estate in Douglas County, Kansas, to-wit:

The North 64 Acres of the East Half of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 10, Township 13, Range 19, and the North 56 acres of the West Half of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 10, Township 13, Range 19, Douglas County, Kansas.

Party of the second part hereby covenants and agrees to pay party of the first part the sum of Six Thousand Dollars (\$6000.00) in the following manner: Five Hundred Dollars (\$500.00) cash in hand paid, the receipt of which is hereby acknowledged, and not less than Two Hundred Dollars (\$200.00) cash to be applied on principal each year, total remaining balance to be paid on or before March 1, 1940. Party of the second part further agrees to pay interest at the rate of 5% per annum on all sums remaining due and unpaid from time to time, interest on the principal sum to be computed from March 1, 1935, and to be paid annually on March 1 of each year.

Party of the second part reserves the right to pay any sums in addition to the \$200.00 annual payment at any interest paying date.

It is understood between the parties hereto that the farm is rented until March 1, 1935 and that party of the second part, upon the signing of this contract, will take possession of the place subject to the tenant's agreement and is to receive a owner's portion of the crop and any rentals for the year March 1, 1935 to March 1, 1936, and party of the second part is to pay the taxes on the land for the year 1935. Party of the second part agrees to pay all taxes, assessments and all other impositions legally levied or imposed upon said real estate subsequent to the year 1934, and to keep the buildings insured in some responsible insurance company for their insurable value, by paying all premiums in advance; loss, if any, to be made payable to the parties to this contract as their interest may appear; policy to be held by party of the first part. Also to keep the buildings and other appurtenances in as good repair as they are now.

In case of failure of the said party of the second part to make any of the payments or perform any of the covenants on his part hereby made and entered into, this contract shall be forfeited and terminated, and the party of the second part shall forfeit all payments made by him on this contract and such payments shall be retained by said party of the first part as rent for said premises and in full settlement and in liquidation of all damages by him sustained, and party of the first part shall have the right to re-enter and take possession of the premises aforesaid.

It is mutually agreed that time shall be the essence of this contract, and 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 have hereunto set their hands this 7th day of May, 1935.

Mrs. Mary Martin  
Party of the First part.  
R. K. Glatthar  
Party of the second part.

State of Kansas  
County of Douglas

Subscribed to before the undersigned a Notary Public this 7th day of May 1935 by Mrs. Mary Martin and R. K. Glatthar.

F. C. Whipple  
Notary Public

(SEAL) My Commission Expires Jan. 27, 1939

Recorded February 10, 1937 at 10:20 A.M.

*Harold A. Burt* Register of Deeds.

Receiving No. 3784

EXTENSION AGREEMENT

The undersigned hereby covenant that they are the legal owners of the real estate conveyed to The Trustees of Baker University by a Mortgage dated February 1, 1927, and recorded at page 528 of book 67 of Mortgages in the office of the Register of Deeds of Douglas County, Kansas, and given to secure the payment of a note or bond for the sum of \$1000.00 due and payable February 1, 1932, which note or bond was extended in the sum of \$700.00 to February 1, 1937, on which it is hereby acknowledged there is due and unpaid the sum of \$475.00 of principal money and in consideration of the Agreement of the said The Trustees of Baker University to extend the time for payment in the following manner, to-wit:

Twenty-five Dollars (\$25.00)	February 9, 1937
Twenty-five Dollars (\$25.00)	August 1, 1937
Twenty-five Dollars (\$25.00)	February 1, 1938
Twenty-five Dollars (\$25.00)	August 1, 1938
Twenty-five Dollars (\$25.00)	February 1, 1939
Twenty-five Dollars (\$25.00)	August 1, 1939
Twenty-five Dollars (\$25.00)	February 1, 1940
Twenty-five Dollars (\$25.00)	August 1, 1940
Twenty-five Dollars (\$25.00)	February 1, 1941
Twenty-five Dollars (\$25.00)	August 1, 1941
Two Hundred Twenty-five Dollars (\$225.00)	February 1, 1942

the undersigned hereby promise and agree to and with The Trustees of Baker University to assume and to pay the principal sum due on said note or bond to the said The Trustees of Baker University or order at the Office of The Trustees of Baker University, at Baldwin, Kansas, as above indicated, and also the interest thereon at the rate of six per cent per annum in semi-annual payments during the said term of this extension, said interest installments to be due on the first day of February and the first day of August of each year during the period of this extension, and said principal and interest installments to bear interest at the rate of ten per cent per annum after maturity; all conditions, covenants and

Reg. No. 961  
Fee Paid \$1.25