

DOUGLAS COUNTY

Ethel Marriott, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of - same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

John C. Emick
Notary Public.

(SEAL) My Commission expires January 13th, 1940

Recorded April 14, 1938 at 4:30 P.M.

Ward A. Beck Register of Deeds.

Reg. No. 1424
Fee Paid \$8.75

Receiving No. 5850 ✓

ARTICLES OF AGREEMENT

CONDITIONAL AGREEMENT, Made this 19th day of January 1934 by and between Clara L. Husted & C. G. Husted, hus; J. W. Jones & Mary Anna Jones, his wife, of Fowler, Colo; C. M. Jones & Clara B. Jones, his wife, of Lawrence, Kas.; Maude E. Shultz & G. R. Shultz, her husband, of Lawrence, Kas; Sadie M. Stroud & E. R. Stroud, her husband, of Farragut, Ia.; Hattie M. Spray & Chester Spray, her husband of Lawrence, Kas, all and only heirs of law of Frances Alice Jones, deceased, of the first part, and J. T. Miles & Katie Miles, his wife, of Lawrence, 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 saidparty 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:

N 40' of Lot No. 6 on Vermont Street in the City of Lawrence, Douglas county, Kansas, the house located thereon being commonly known and described as No. 618 Vermont Street.

the whole consideration for said premises to be THIRTY FIVE HUNDRED & no/100 (\$3500.00) Dollars, which amount the said party of the second part agrees to pay as follows, to-wit: and the balance of \$3500.00 Dollars to be paid by the said party of the second part as follows, to-wit: \$100.00 Dollars on or before the first day of June 1934, and the sum of at least \$25 per month on the first day of each and every month thereafter until the entire purchase price, including interest, shall have been paid in full.

Parties of first part do hereby let, lease and rent the abovedescribed real estate to parties of the second part up to the first day of June, 1934, at and for the rental of \$25 per month, beginning on the first day of February, 1934; said rental payable on the first day of each and every month thereafter up to and including May 1, 1934.

That the privilege is hereby given to parties of the second part to pay any amount on the principal or purchase price for the above property at any payment period. It is further stipulated and agreed that all payments made during any six months period shall be credited at the end of that period, the interest being first deducted from such payments, and a new principal thus arrived at for the succeeding six months period, and this plan shall be followed throughout the life of this transaction.

It is hereby further stipulated and agreed by and between the parties hereto that if parties of the second part shall fail, neglect, or refuse to make the payments herein provided for that then at the option of parties of the first part this contract shall cease and determine and parties of the first part shall retain any and all payments made hereunder as being the reasonable rental for said property and also the full liquidated damages for any breach of this contract on the part of parties of the second part.

All the deferred payments to draw interest at the rate of 6 per cent per annum, from date until paid, interest payable semi annually.

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.

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, their heirs and assigns.

The paying of said deferred payments, and the interest thereon, and of said taxes and insurance, is not at the option of the party of the second part, and they shall be under legal obligation to pay the same; but if each of said deferred payments, and interest due thereon, is not paid promptly when the same becomes due and payable, or if said taxes and 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 at option of parties of first part 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.

When parties of second part shall have paid the entire consideration above named parties of first part shall and will furnish to parties of second part an abstract of title covering the above property showing good merchantable title in parties of the first part as of the date of this agreement.

Now, if the said party of the second part, their 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 them self and their 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, their 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.

Hattie M. Spray
Chester Spray
Sadie M. Stroud
Evan R. Stroud
J. T. Miles
Mrs. Katie Miles

Clara L. Husted
C. G. Husted
C. M. Jones
Clara B. Jones
Maude E. Shultz
G. R. Shultz

Recorded April 15, 1938 at 2:45 P.M.

Ward A. Beck Register of Deeds.