

DOUGLAS COUNTY

State of Kansas) ss
County of Douglas)

CORPORATION ACKNOWLEDGMENT

On this sixteenth day of November, 1938, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared P.C. Whipple, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) My Commission Expires Sept. 17, 1941.

E. B. Martin
Notary Public.

Recorded November 16, 1938 at 2:35 P.M.

Harold A. Beck Register of Deeds.
By Ruth H. Nelson Deputy.

Reg. No. 1684
Fee Paid \$1.25

Receiving No. 6926 <

ARTICLES OF AGREEMENT

CONDITIONAL AGREEMENT, Made this 17 day of November 1938 by and between Carrie Elizabeth Macey and her husband, Archie Macey of the County of Douglas and State of Nebraska of the first part, and Luella Suttles of the County of Douglas and State of Kansas, of the second part:

WITNESSETH, That said parties 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:

Lot 21 Block 14 Lane Place Addition, 612 Maine St. Lawrence, Kansas.

the whole consideration for said premises to be Five hundred and Fifty dollars (\$500.00) Dollars, which amount the said party of the second part agrees to pay as follows, to-wit: Fifty dollars (\$50.00) Dollars in hand paid, the receipt whereof is hereby acknowledged; and balance of Five hundred (\$500.00) Dollars to be paid by the said party of the second part as follows, to-wit: Ten Dollars on the 17 day of December 1938 and \$10.00 on the 17 day of each month thereafter until the full amount of \$550.00 is paid. 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 parties 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 at the option of the party of the second part, and she shall be under no 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 or insurance are not paid promptly, as hereinbefore provided, then in either of said events, all of said deferred payments, and interest due thereon, shall at once become due and payable, and if the same be not paid immediately on demand of the parties 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 parties 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 parties of the first part binds their 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, 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)

Witness Ray L. Williams
Lorene Taylor

Carrie Elizabeth Macey
Archie Macey
Luella Suttles

Recorded November 17, 1938 at 3:10 P.M.

Harold A. Beck Register of Deeds.