

DOUGLAS COUNTY

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.
IN TESTIMONY WHEREOF, The said parties of the first part do hereunto subscribed their name., on the day and year above mentioned.

J. B. Cook
Minnie Cook

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 24th. day of April, A.D. Nineteen Hundred thirty seven before me, the undersigned, a Notary Public in and for said County and State, came J.B. Cook and Minnie Cook, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

C. E. Butell
Douglas County, Kansas.

(SEAL) Com Exp 9-4-40

Recorded December 12, 1938. at 2:10 P.M.

Narrell A. Beck

Register of Deeds.

Reg. No. 1710

Fee Paid \$4.50

Receiving No. 7018 <

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of April, 1935 by and between the Lawrence Building & Loan Association, party of the first part and E. R. Hess and Nan Hess, his wife, parties of the second part, all of Lawrence Kansas.

WITNESSETH That the party of the first part has this day agreed to sell to the parties of the second part, and the parties of the second part have agreed to purchase for the sum of \$1769.36 upon the terms and conditions hereinafter set forth, the following described property, to wit:

Lot No. 74 on Ohio St. in the city of Lawrence, Kansas.

The parties of the second part agree to pay \$20.00 per month beginning as of May 1, 1935; first payment to be made on June 1, 1935 and a similar amount each succeeding month thereafter until the principal sum hereinbefore set forth together with interest thereon at the rate of 7% per annum has been fully paid and liquidated. The interest shall be computed on the balance remaining unpaid for each succeeding month from the date hereof.

It is also agreed that larger amounts may be paid at any time on this contract and interest cease on the amount so paid.

It is further agreed that the parties of the second part will pay all taxes levied against said property when due and payable for the years subsequent to 1934, and to keep the property insured in a reliable company TO THE INSURABLE VALUE THEREOF, loss if any payable to the party of the first part as its interest may appear.

It is further agreed that in the event any money is expended for repairs on said property by the party of the first part, that said amount shall be paid by the parties of the second part or if paid by parties of the first part, such amount shall be added to the face of this contract and become a part hereof.

Time being of the essence of this contract it is agreed that if default is made by the parties of the second part in any of the terms of this contract, that the party of the first part will have the option of declaring this contract null and void, and the parties of the second part agree to vacate said property upon demand of the party of the first part, and whatever moneys may have been paid by the parties of the second part shall be retained by the party of the first part in full as liquidated damages. It is further agreed that the parties of the second part shall take good care of said property and permit no waste or damage thereon other than ordinary wear and tear.

Made and executed this day and year first above written.

(CORP. SEAL)

THE LAWRENCE BUILDING & LOAN ASSN.

BY George O. Foster Pres.
BY I. C. Stevenson Secy.

E. R. Hess
Nan Hess

State of Kansas ss.
County of Douglas

Be it remembered that on this 9th day of December, 1938 before me, the undersigned a notary public, in and for the County and State aforesaid, came George O. Foster, President and I. C. Stevenson, Secretary of The Lawrence Building and Loan Association, a corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing of said corporation and such persons duly acknowledged the execution of the same to be the act of said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

L. E. Eby
Notary Public

(SEAL) My commission expires April 21st, 1942.

Recorded December 12, 1938 at 4:50 P.M.

Narrell A. Beck

Register of Deeds.