

40493 BOOK 98

THIS INDENTURE, Made this 22 day of April A. D. 19 50.

between Albert T. Faslay and Esther J. Faslay, his wife, and David W. Faslay  
a single man,  
of Douglas County, in the State of Kansas, of the first part  
and Hazel A. McClanahan, a widow,  
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Seventeen Hundred and Fifty (\$1750.00) ----- and 00 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey  
unto said party of the second part, her heirs and assigns, all the following described Real  
Estate, situated in Douglas County, and State of Kansas to wit:

The Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Eight (8),  
Township Twelve (12), Range Eighteen (18) in  
Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said  
Albert T. Faslay and Esther J. Faslay, his wife, and David W. Faslay,  
a single man,

have this day executed and delivered a certain promissory note in writing to said part  
of the second part, of which the following is a copy:

Topeka, Kansas April 22, 1950

I/We promise to pay to the order of Hazel A. McClanahan,  
a widow, the sum of One Thousand Seven Hundred and Fifty (\$1750.00)  
and 00/100 Dollars in the following manner:

The sum One Hundred (\$100.00) Dollars November 1st, 1950 plus  
interest at 5% on the unpaid balance and like amount on May 1st,  
1951 and ever six months thereafter until May 1st, 1955 when the  
total amount shall become due and payable.

I/We reserve the right to make larger payments at any time on  
the principal indebtedness, interest to be computed at five (5%)  
percent on the net principal due.

Albert T. Faslay  
Esther J. Faslay  
David W. Faslay

NOW, If said party of the first part shall pay or cause to be paid to said party of the second  
part, her heirs or assigns, said sum of money in the above described note mentioned,  
together with the interest thereon, according to the terms and tenor of the same, then these presents  
shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum  
or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises, or  
any part thereof, are not paid when the same are by law made due and payable, then the whole of said  
sum and sums, and interest thereon, shall and by these presents become due and payable at the option  
of the holder hereof, and said party of the second part shall be entitled to the possession of said  
premises.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their  
hands the day and year first above written.

Albert T. Faslay  
Esther J. Faslay  
David W. Faslay

STATE OF KANSAS Shawnee

COUNTY, ss.

BE IT REMEMBERED, That on this 22 day of April A. D. 19 50, before me,  
the undersigned, a Notary

public, personally known to me to be the same person as who executed the within instru-  
ment of writing, and such person as duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary  
seal, the day and year last above written.

Notary Public.



Recorded April 24, 1950 at 1:35 P. M.

Harold A. Beck Register of Deeds