# James Barnes Whitaker legal documents

## Section 12, Pages 331 - 360

These legal documents belonging to James Barnes Whitaker include mortgages, leases, quitclaim deeds, indentures, warrants issued to the Marshal's office, tax and other receipts regarding Whitaker's real estate business. There are also Internal Revenue licenses for various occupations, records on pension and war claims, including forms from the War Department, Treasury Office, and Department of the Interior Pension Office. Bound volumes include a notebook of war claims and a county surveyor field notebook. James Barnes Whitaker had a long association with the territory and state of Kansas. He came to Tecumseh, Shawnee County, Kansas, in 1856 from Boston, Massachusetts, and worked as a surveyor there. In 1857, he moved to Topeka where he remained, serving as county sheriff, surveyor, and Topeka city engineer. He was also commissioned a deputy U.S. Marshal. He owned an abstract and real estate business in Topeka and was an attorney, representing numerous Civil War veterans in obtaining disability pensions, many of whom served in Kansas units.

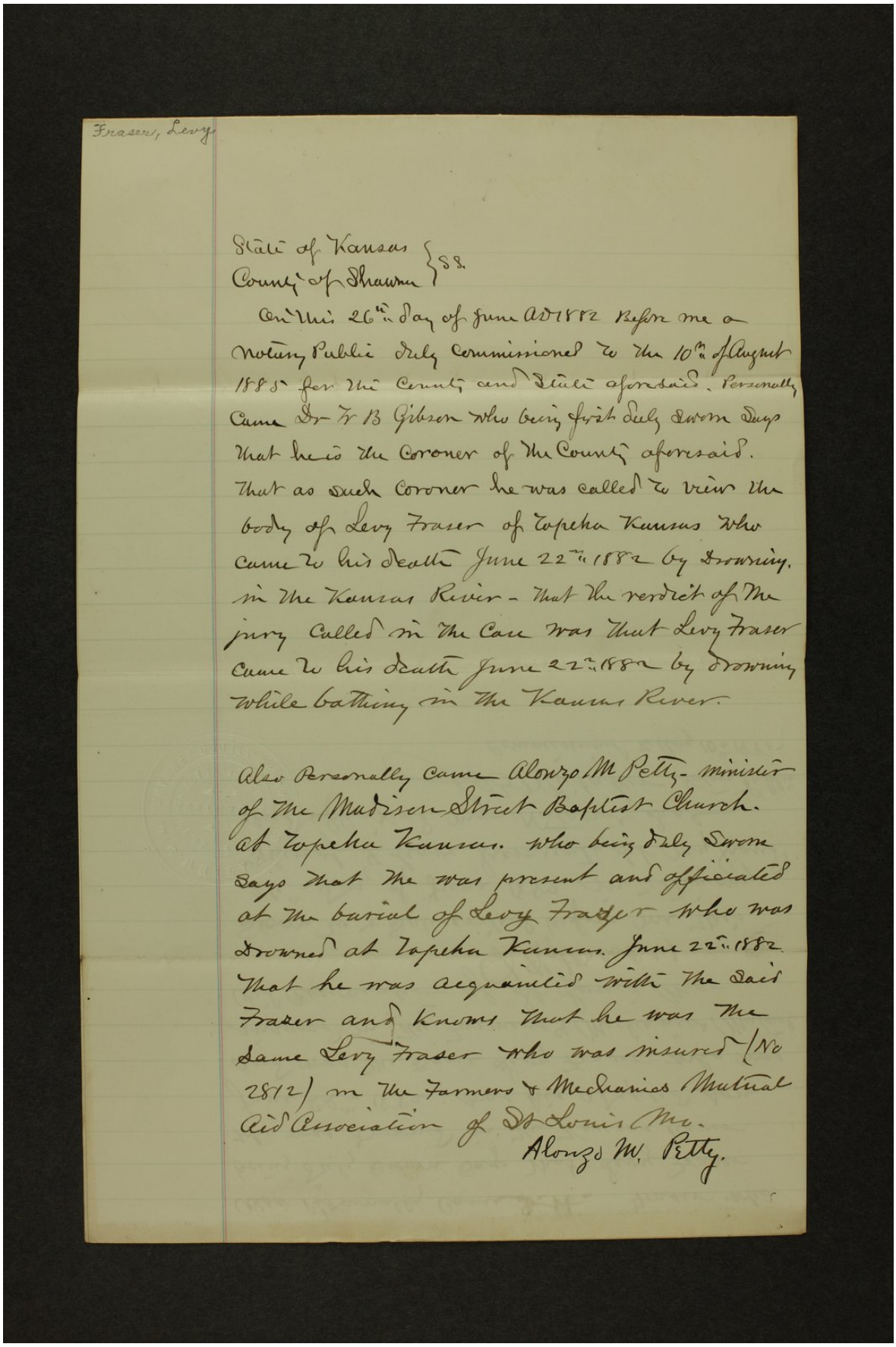
Date: 1855-1899

Callnumber: James Barnes Whitaker Coll. #540, Box 4 - 7

KSHS Identifier: DaRT ID: 228711

Item Identifier: 228711

www.kansasmemory.org/item/228711



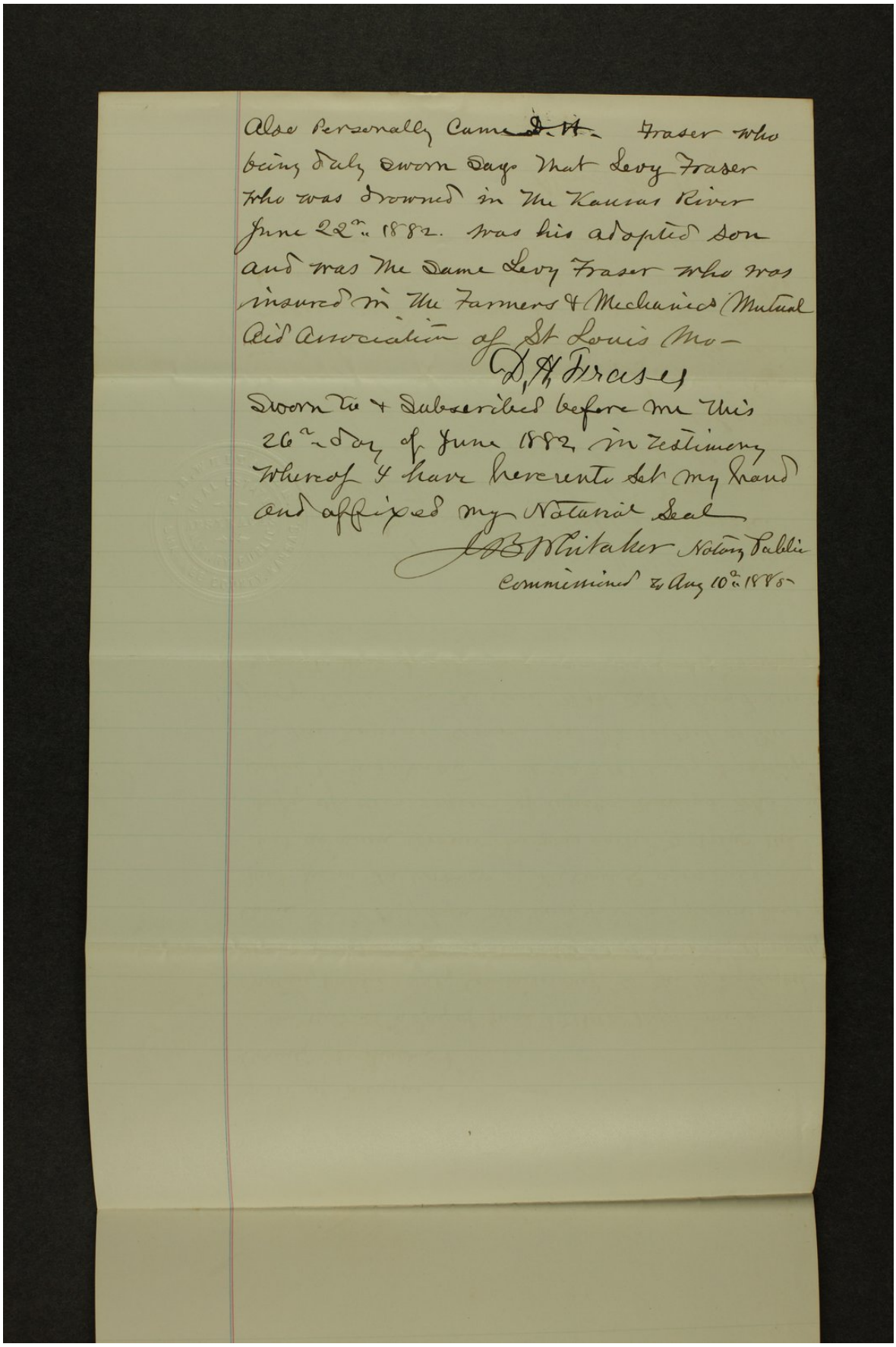
Frasers, Levy

State of Kansas }
County of Shawnee } ss.

On this 26th Day of June AD 1882 Before me a Notary Public duly commissioned to the 10th of August 1885 for the County and State aforesaid. Personally came Dr W B Gibson who being first duly sworn Says that he is the Coroner of the County aforesaid. That as such Coroner he was called to view the body of Levy Fraser of Topeka Kansas who came to his death June 22nd 1882 by drowning in the Kansas River - That the verdict of the jury called in the Case was that Levy Fraser came to his death June 22nd 1882 by drowning while bathing in the Kansas River.

Also Personally came Alonzo M Petty - minister of the Madison Street Baptist Church at Topeka Kansas. who being duly Sworn Says that he was present and officiated at the burial of Levy Fraser who was drowned at Topeka Kansas. June 22nd 1882. That he was acquainted with the said Fraser and knows that he was the same Levy Fraser who was insured (No 2812) in the Farmers & Mechanics Mutual Aid Association of St Louis Mo.

Alonzo M. Petty.

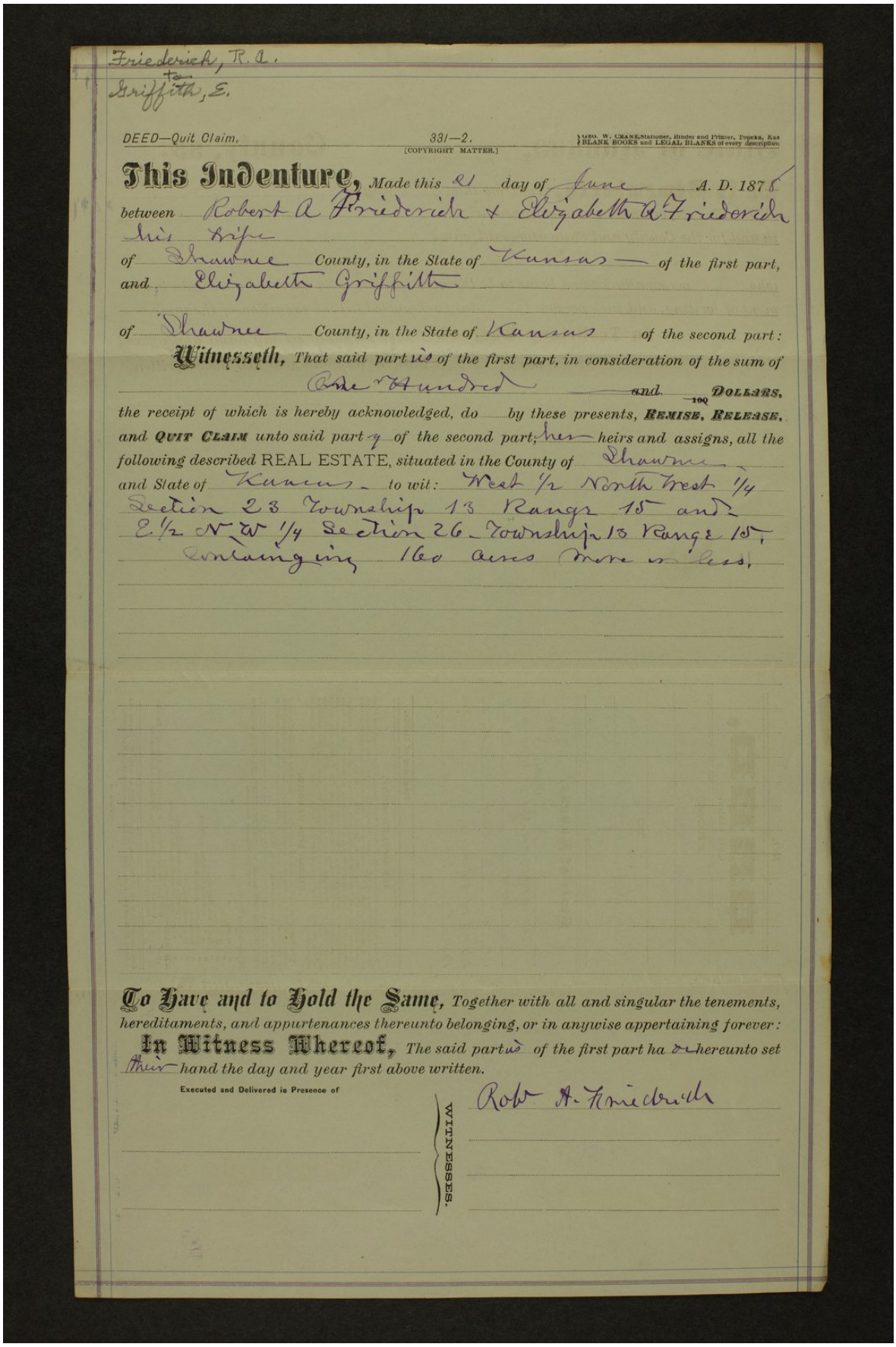


Also Personally Came D. H. Fraser who being duly sworn says that Levy Fraser who was drowned in the Kansas River June 22nd 1882. was his adopted Son and was the same Levy Fraser who was insured in the Farmers & Mechanics Mutual Aid Association of St Louis Mo—

D. H. Fraser

Sworn to & Subscribed before me this 26th day of June 1882 in Testimony Whereof I have hereunto set my hand and affixed my Notarial Seal

J. B. Whitaker Notary Public
Commissioned to Aug 10th 1886



Friederich, R. A.
to
Griffith, E.

DEED—Quit Claim. 331—2. GEO. W. CRANE, Stationer, Binder and Printer, Topeka, Kas. BLANK BOOKS and LEGAL BLANKS of every description.
[COPYRIGHT MATTER.]

**This Indenture,** Made this 21 day of June A. D. 1878
between Robert A Friederich & Elizabeth A Friederich his wife
of Shawnee County, in the State of Kansas — of the first part,
and Elizabeth Griffith
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
One Hundred and 100 **DOLLARS,**
the receipt of which is hereby acknowledged, do by these presents, **REMISE, RELEASE,** and **QUIT CLAIM** unto said party of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in the County of Shawnee, and State of Kansas, to wit: West ½ North West ¼ Section 23 Township 13 Range 15 and E ½ N W ¼ Section 26 Township 13 Range 15, containing 160 acres more or less.

**To Have and to Hold the Same,** Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining forever:

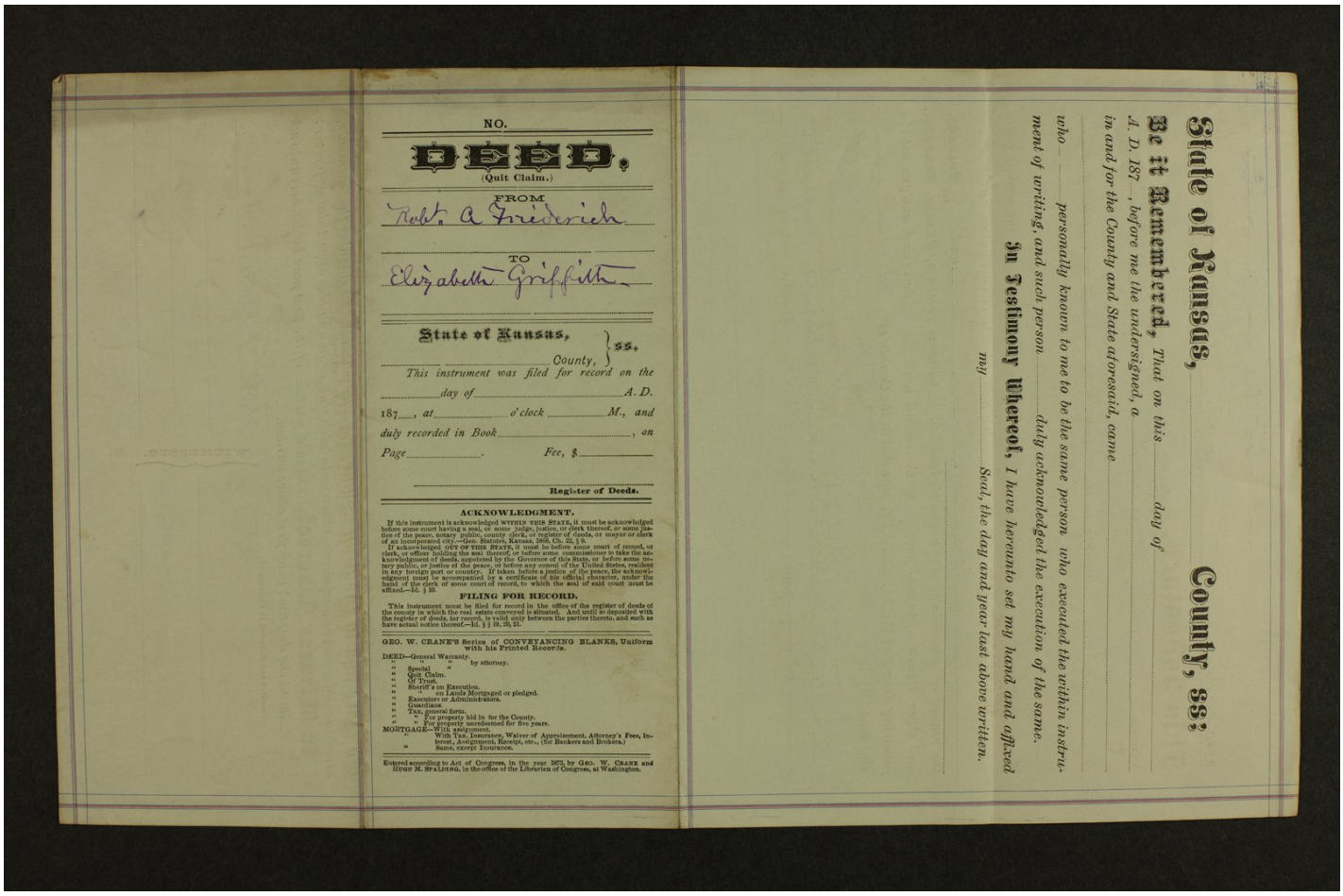
**In Witness Whereof,** The said parties of the first part ha ve hereunto set their hand the day and year first above written.

Executed and Delivered in Presence of

Robt A. Friederich

WITNESSES.

# James Barnes Whitaker legal documents



NO.

**DEED.**

(Quit Claim.)

FROM

Robt. A Friederich

TO

Elizabeth Griffith

State of Kansas, } ss.
County, }

*This instrument was filed for record on the day of A. D. 187, at o'clock M., and duly recorded in Book, on Page. Fee, $*

Register of Deeds.

**ACKNOWLEDGMENT.**

If this instrument is acknowledged WITHIN THIS STATE, it must be acknowledged before some court having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—Gen. Statutes, Kansas, 1868, Ch. 22, § 9.

If acknowledged OUT OF THIS STATE, it must be before some court of record, or clerk, or officer holding the seal thereof, or before some commissioner to take the acknowledgment of deeds, appointed by the Governor of this State, or before some notary public, or justice of the peace, or before any consul of the United States, resident in any foreign port or country. If taken before a justice of the peace, the acknowledgment must be accompanied by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court must be affixed.—Id. § 10.

**FILING FOR RECORD.**

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. § § 19, 20, 21.

GEO. W. CRANE'S Series of CONVEYANCING BLANKS, Uniform with his Printed Records.

DEED—General Warranty.
" " " by attorney.
" Special "
" Quit Claim.
" Of Trust.
" Sheriff's on Execution.
" " on Lands Mortgaged or pledged.
" Executors or Administrators.
" Guardians.
" Tax, general form.
" " For property bid in for the County.
" " For property unredeemed for five years.
MORTGAGE—With assignment.
" With Tax, Insurance, Waiver of Appraisement, Attorney's Fee, Interest, Acceptance, Receipt, etc., (for Bankers and Brokers.)
" Same, except Insurance.

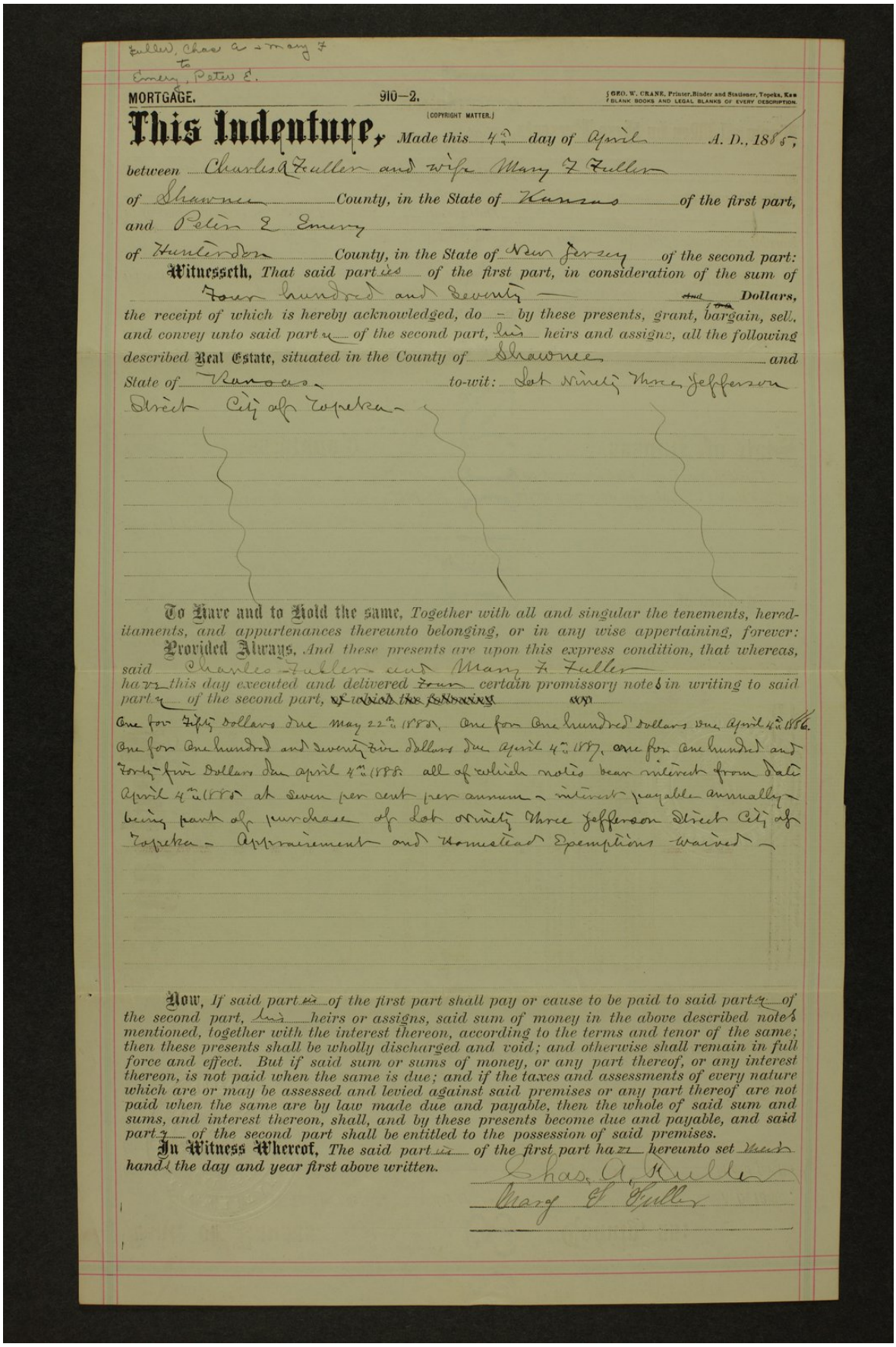
Entered according to Act of Congress, in the year 1873, by GEO. W. CRANE and HUGH M. SPALDING, in the office of the Librarian of Congress, at Washington.

**State of Kansas, County, ss:**

**Be it Remembered,** *That on this day of A. D. 187, before me the undersigned, a in and for the County and State aforesaid, came*

*who personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.*

**In Testimony Whereof,** *I have hereunto set my hand, and affixed my Seal, the day and year last above written.*



Fuller, Chas A + Mary F
to
Emery, Peter E.

MORTGAGE. 910—2. GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kas BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

[COPYRIGHT MATTER.]

**This Indenture,** Made this 4th day of April A. D., 1885, between Charles A Fuller and wife Mary F Fuller of Shawnee County, in the State of Kansas of the first part, and Peter E Emery of Hunterdon County, in the State of New Jersey of the second part: **Witnesseth,** That said parties of the first part, in consideration of the sum of Four hundred and Seventy ~~And~~ ~~Cts~~ **Dollars,** the receipt of which is hereby acknowledged, do — by these presents, grant, bargain, sell, and convey unto said part~~y~~ of the second part, his heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to-wit: Lot Ninety Three Jefferson Direct City of Topeka—

**To Have and to Hold the same,** Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever:

**Provided Always,** And these presents are upon this express condition, that whereas, said Charles Fuller and Mary F Fuller have this day executed and delivered Four certain promissory notes in writing to said part~~y~~ of the second part, ~~of which the following are~~ viz

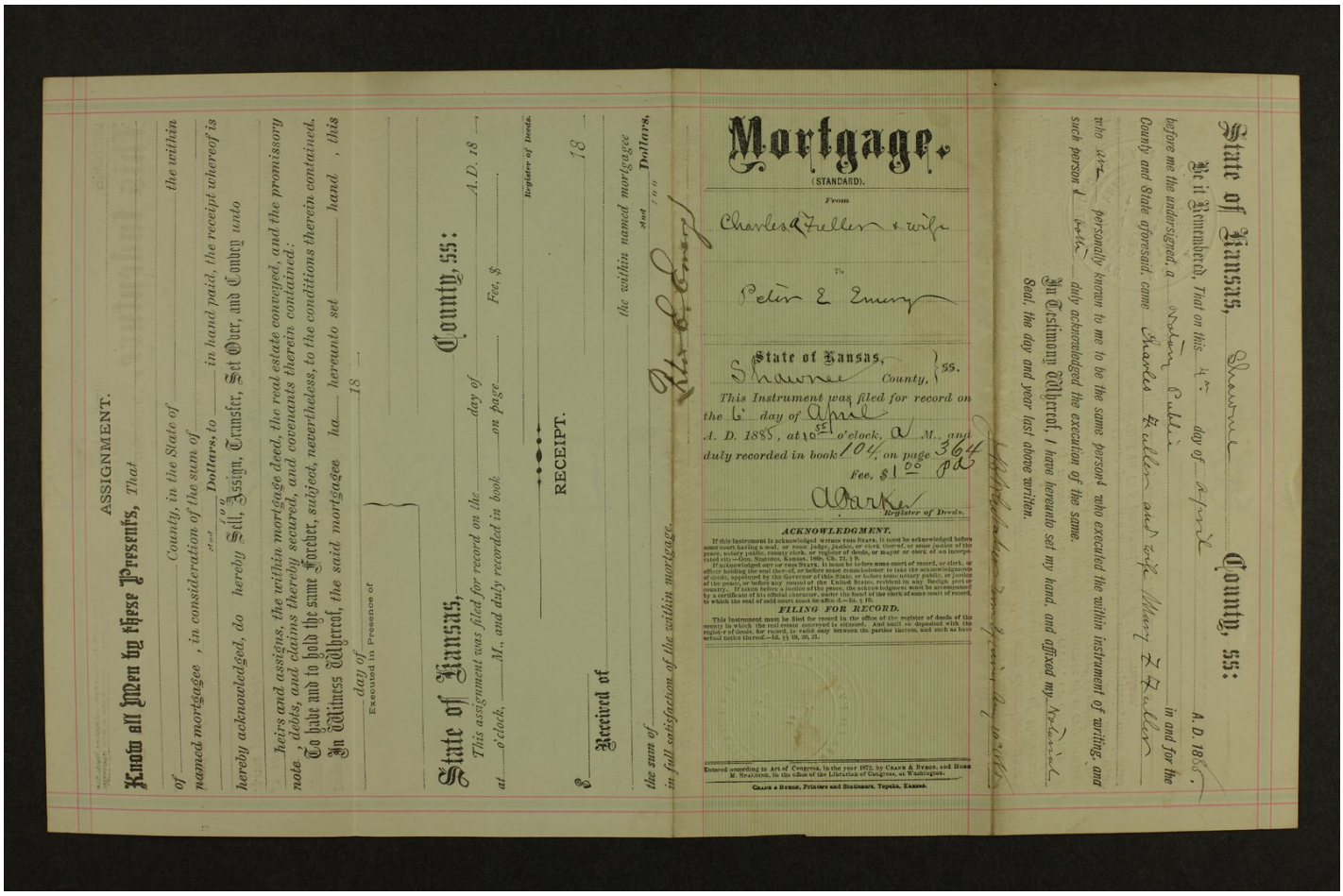
One for Fifty Dollars Due May 22nd 1885. One for One hundred Dollars Due April 4th 1886. One for One hundred and Seventy five Dollars Due April 4th 1887, one for One hundred and Forty four Dollars Due April 4th 1888 all of which notes bear interest from Date April 4th 1885 at Seven per cent per annum — interest payable annually — being part of purchase of Lot Ninety Three Jefferson Direct City of Topeka — Appraisement and Homestead Exemptions waived —

**Now,** If said parties of the first part shall pay or cause to be paid to said part~~y~~ of the second part, his heirs or assigns, said sum of money in the above described notes 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; and 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, and said part~~y~~ of the second part shall be entitled to the possession of said premises.

**In Witness Whereof,** The said part~~ies~~ of the first part ha~~ve~~ hereunto set ~~their~~ hand~~s~~ the day and year first above written.

Chas. A. Fuller
Mary F. Fuller

# James Barnes Whitaker legal documents



ASSIGNMENT.

Know all Men by these Presents, That

of _____ County, in the State of _____ the within

named mortgagee, in consideration of the sum of _____

and 00/100 Dollars, to _____ in hand paid, the receipt whereof is

hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over, and Convey unto

_____ heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory

note, debts, and claims thereby secured, and covenants therein contained.

To have and to hold the same Forever, subject, nevertheless, to the conditions therein contained.

In Witness Whereof, the said mortgagee ha__ hereunto set _____ hand, this

_____ day of _____ 18__

Executed in Presence of

State of Kansas, _____ County, ss:

This assignment was filed for record on the _____ day of _____ A.D. 18__,

at _____ o'clock, _____ M., and duly recorded in book _____ on page _____ Fee, $ _____

_____ Register of Deeds.

RECEIPT.

$ _____ 18__

Received of _____ the within named mortgagee

the sum of _____ Dollars,

in full satisfaction of the within mortgage.

# Mortgage.

(STANDARD).

From

Charles A Fuller & wife

To

Peter E Emery

State of Kansas, Shawnee County, } ss.

This Instrument was filed for record on the 6 day of April A. D. 1885, at 10 55 o'clock, A M., and duly recorded in book 104, on page 364

Fee, $1 00 Paid

A Clarke Register of Deeds.

ACKNOWLEDGMENT.

If this instrument is acknowledged within this State, it must be acknowledged before some court having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—Gen. Statutes, Kansas, 1868, Ch. 27, § 9.

If acknowledged out of this State, it must be before some court of record, or clerk, or officer holding the seal thereof, or before some commissioner to take the acknowledgment of deeds, appointed by the governor of this State, or before some notary public, or justice of the peace, authorized by the laws of the United States, resident in any foreign port or place. If taken before a justice of the peace, the acknowledgment must be accompanied by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court must be affixed.—Id. § 10.

FILING FOR RECORD.

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. §§ 29, 30, 31.

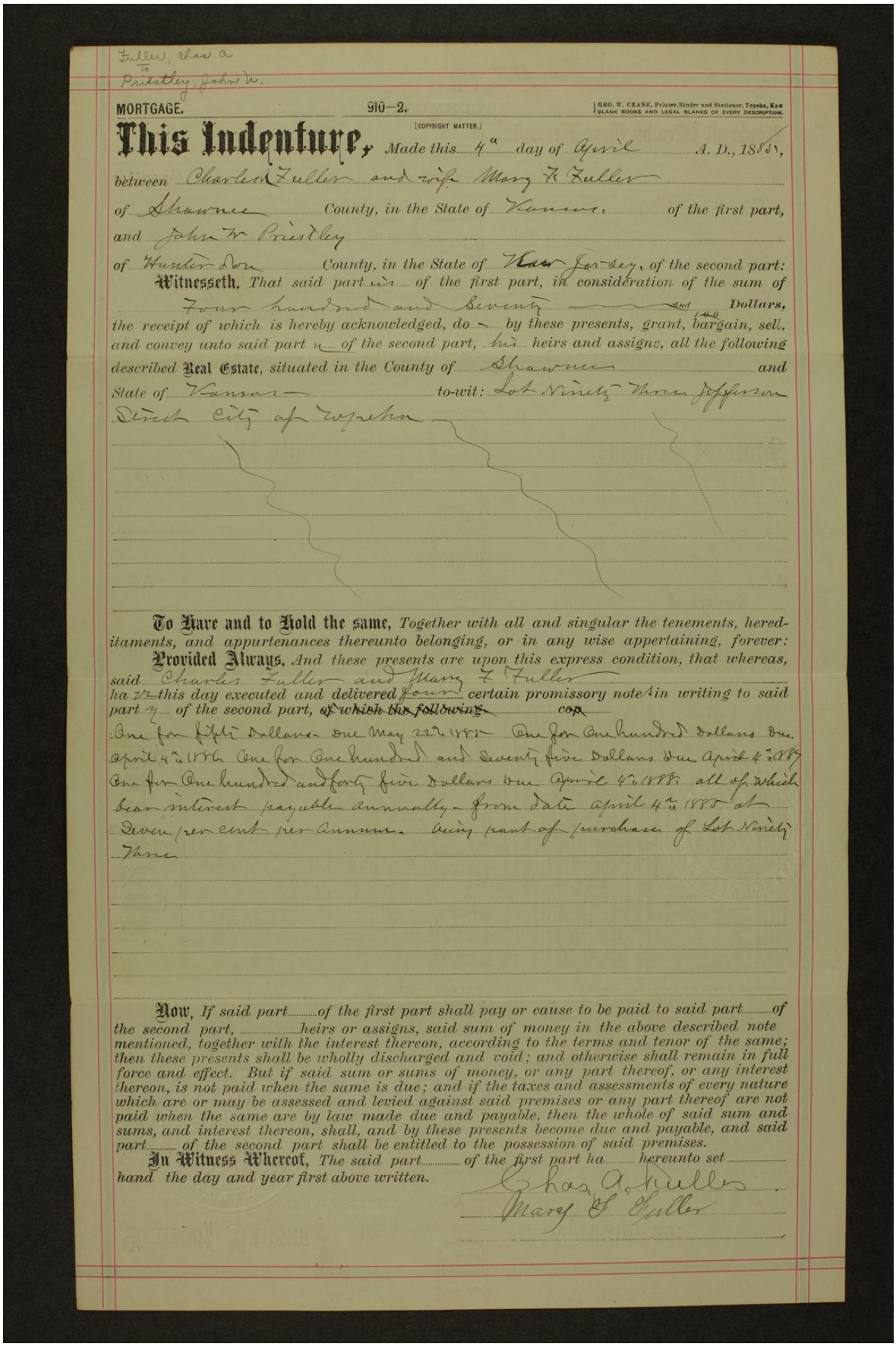
Entered according to Act of Congress, in the year 1872, by Crane & Byron, and Hoss M. Stanton, in the office of the Librarian of Congress, at Washington.

Crane & Byron, Printers and Stationers, Topeka, Kansas.

State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 4th day of April A. D. 1885, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Charles A Fuller and Sarah Ellen Fuller who are personally known to me to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial Seal, the day and year last above written.



Fuller, Chas A
to
Priestley, John W.

MORTGAGE. 910—2. GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kas BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

[COPYRIGHT MATTER.]

**This Indenture,** Made this 4th day of April A. D., 1885, between Charles A Fuller and wife Mary F Fuller of Shawnee County, in the State of Kansas. of the first part, and John W Priestley of Hunterdon County, in the State of New Jersey, of the second part: **Witnesseth,** That said parties of the first part, in consideration of the sum of Four hundred and Seventy and 70/100 **Dollars,** the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, and convey unto said part of the second part, his heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to-wit: Lot Ninety Three Jefferson Street City of Topeka

**To Have and to Hold the same,** Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever: **Provided Always,** And these presents are upon this express condition, that whereas, said Charles Fuller and Mary F Fuller ha ve this day executed and delivered four certain promissory notes in writing to said part y of the second part, ~~of which the following~~ copy

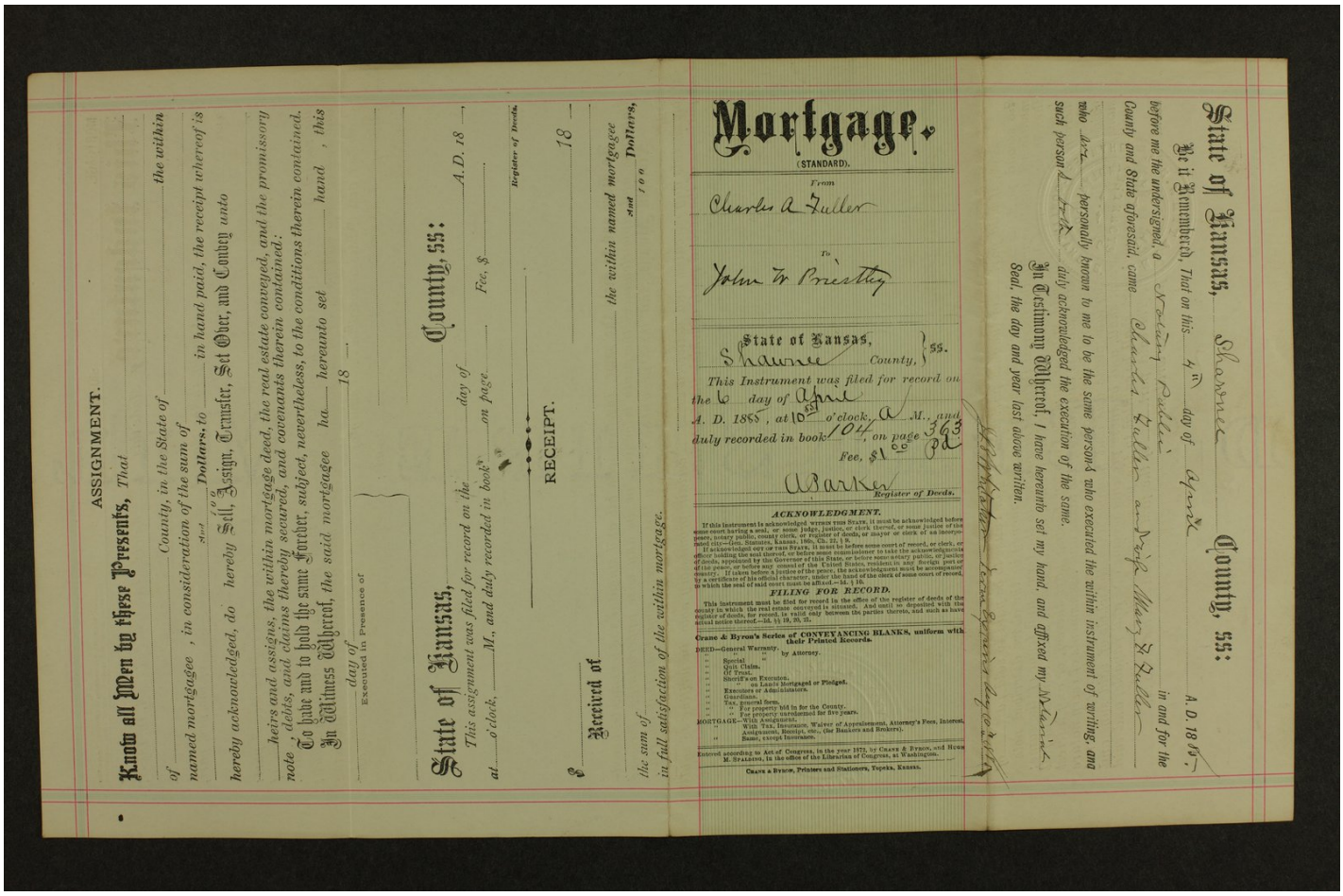
One for fifty Dollars due May 22d 1885 One for One hundred Dollars due April 4th 1886 One for One hundred and seventy five Dollars due April 4th 1887 One for One hundred and forty five Dollars due April 4th 1888: all of which bear interest payable annually from date April 4th 1885 at Seven per cent per Annum being part of purchase of Lot Ninety Three

**Now,** If said part of the first part shall pay or cause to be paid to said part of the second part, 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; and 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, and said part of the second part shall be entitled to the possession of said premises.

**In Witness Whereof,** The said part of the first part ha hereunto set hand the day and year first above written.

Chas A Fuller
Mary F Fuller

# James Barnes Whitaker legal documents



ASSIGNMENT.

Know all Men by these Presents, That

of County, in the State of the within named mortgagee, in consideration of the sum of Dollars, to in hand paid, the receipt whereof is hereby acknowledged, do hereby Sell, Assign, Transfer, Set Over, and Convey unto heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts, and claims thereby secured, and covenants therein contained:

To Have and to Hold the same Forever, subject, nevertheless, to the conditions therein contained.

In Witness Whereof, the said mortgagee ha hereunto set hand, this day of 18

Executed in Presence of

State of Kansas, County, ss:

This assignment was filed for record on the day of A.D. 18

at o'clock, M., and duly recorded in book on page Fee, $

Register of Deeds.

RECEIPT.

$ 18

Received of the within named mortgagee Dollars, the sum of in full satisfaction of the within mortgage.

Mortgage.

(STANDARD).

From

Charles A Fuller

To

John W Priestley

State of Kansas, Shawnee County, } ss.

This Instrument was filed for record on the 6 day of April A. D. 1865, at 10 o'clock, A M., and duly recorded in book 104, on page 363

Fee, $1.00

A Barker Register of Deeds.

ACKNOWLEDGMENT.

If this instrument is acknowledged within this State, it must be acknowledged before some court having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—Gen. Statutes, Kansas, 1868, Ch. 32, § 8.

If acknowledged out of this State, it must be before some court of record, or clerk, or officer holding the seal thereof, or before some commissioner to take the acknowledgment of deeds, appointed by the Governor of this State, or before some notary public, or justice of the peace, or before any consul of the United States. Such acknowledgment must be accompanied by a certificate of his official character.—Gen. Statutes, Kansas, 1868, Ch. 32, § 9.

If taken before a justice of the peace, the seal of the clerk of some court of record, to which the seal of said court cannot be affixed.—Id., § 10.

FILING FOR RECORD.

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. §§ 19, 20, 21.

Crane & Byron's Series of CONVEYANCING BLANKS, uniform with their Printed Records.

DEED—General Warranty, by Attorney.

" Special " "
" Quit Claim. "
" Of Trust. "
" Sheriff's on Executon.
" " on Lands Mortgaged or Pledged.
" Executors or Administrators.
" Guardians.
" Tax, general form.
" " property bid in for the County.
" " For property unredeemed for five years.

MORTGAGE—With Assignment.
" With Tax, Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc., (for Bankers and Brokers).
" Bank, (except Insurance.

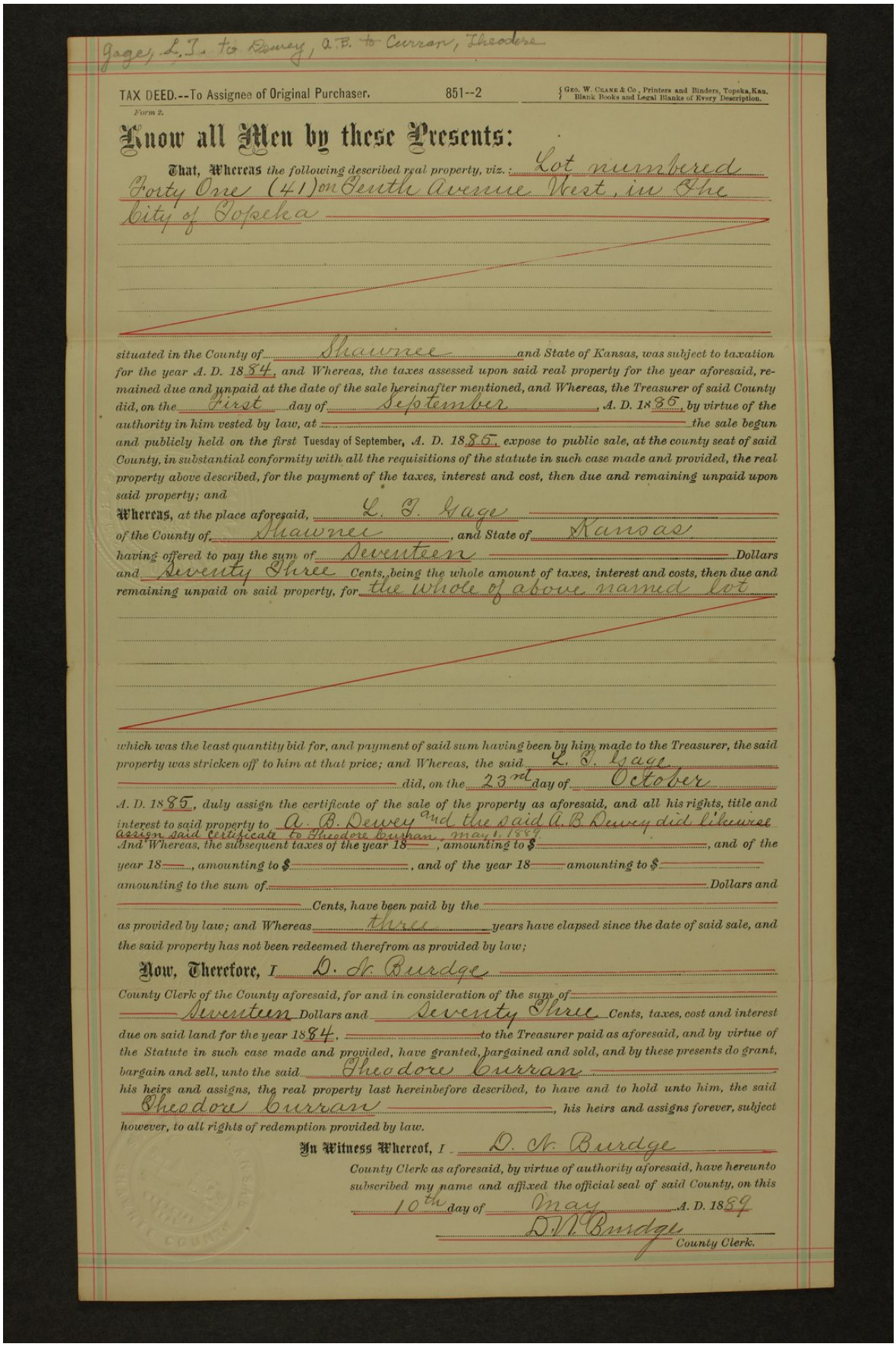
Entered according to Act of Congress, in the year 1875, by CRANE & BYRON, and HUGH M. STALEORD, in the office of the Librarian of Congress, at Washington.

CRANE & BYRON, Printers and Stationers, TOPEKA, KANSAS.

State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 4th day of April A. D. 18 67, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Charles Fuller and Mary A Fuller who are personally known to me to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial Seal, the day and year last above written.



Gage, L. J. to Dewey, A. B. to Curran, Theodore

TAX DEED.--To Assignee of Original Purchaser. 851--2

Form 2.

{ Geo. W. Crane & Co., Printers and Binders, Topeka, Kan. Blank Books and Legal Blanks of Every Description.

# Know all Men by these Presents:

That, Whereas the following described real property, viz.: Lot numbered Forty One (41) on Tenth Avenue West, in the City of Topeka

situated in the County of Shawnee and State of Kansas, was subject to taxation for the year A. D. 1884, and Whereas, the taxes assessed upon said real property for the year aforesaid, remained due and unpaid at the date of the sale hereinafter mentioned, and Whereas, the Treasurer of said County did, on the First day of September, A. D. 1885, by virtue of the authority in him vested by law, at the sale begun and publicly held on the first Tuesday of September, A. D. 1885, expose to public sale, at the county seat of said County, in substantial conformity with all the requisitions of the statute in such case made and provided, the real property above described, for the payment of the taxes, interest and cost, then due and remaining unpaid upon said property; and

Whereas, at the place aforesaid, L. J. Gage of the County of, Shawnee, and State of Kansas having offered to pay the sum of Seventeen Dollars and Seventy Three Cents, being the whole amount of taxes, interest and costs, then due and remaining unpaid on said property, for the whole of above named lot

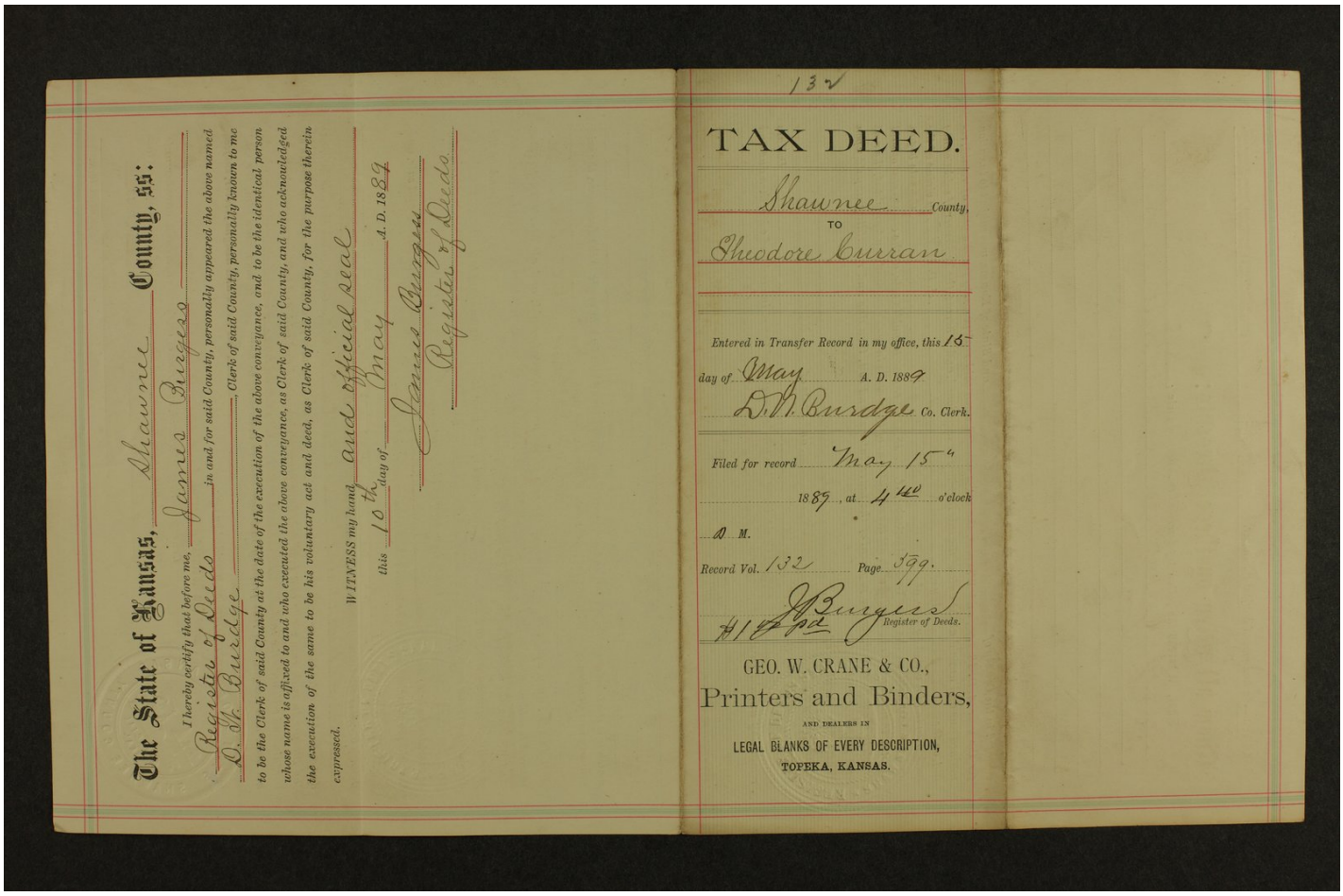
which was the least quantity bid for, and payment of said sum having been by him made to the Treasurer, the said property was stricken off to him at that price; and Whereas, the said L. J. Gage did, on the 23rd day of October A. D. 1885, duly assign the certificate of the sale of the property as aforesaid, and all his rights, title and interest to said property to A. B. Dewey and the said A. B. Dewey did likewise assign said Certificate to Theodore Curran, May 1, 1887. And Whereas, the subsequent taxes of the year 18—, amounting to $—, and of the year 18—, amounting to $—, and of the year 18— amounting to $— amounting to the sum of— Dollars and — Cents, have been paid by the — as provided by law; and Whereas three years have elapsed since the date of said sale, and the said property has not been redeemed therefrom as provided by law;

Now, Therefore, I D. N. Burdge County Clerk of the County aforesaid, for and in consideration of the sum of Seventeen Dollars and Seventy Three Cents, taxes, cost and interest due on said land for the year 1884, — to the Treasurer paid as aforesaid, and by virtue of the Statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Theodore Curran his heirs and assigns, the real property last hereinbefore described, to have and to hold unto him, the said Theodore Curran, his heirs and assigns forever, subject however, to all rights of redemption provided by law.

In Witness Whereof, I D. N. Burdge County Clerk as aforesaid, by virtue of authority aforesaid, have hereunto subscribed my name and affixed the official seal of said County, on this 10th day of May A. D. 1889

D. N. Burdge County Clerk.

# James Barnes Whitaker legal documents



The State of Kansas, Shawnee County, ss:

I hereby certify that before me, James Burgess Register of Deeds D. N. Burdge, in and for said County, personally appeared the above named Clerk of said County, personally known to me to be the Clerk of said County at the date of the execution of the above conveyance, and to be the identical person whose name is affixed to and who executed the above conveyance, as Clerk of said County, and who acknowledged the execution of the same to be his voluntary act and deed, as Clerk of said County, for the purpose therein expressed.

WITNESS my hand and official seal this 10th day of May A. D. 1889

James Burgess Register of Deeds

137

TAX DEED.

Shawnee County,
TO
Theodore Curran

Entered in Transfer Record in my office, this 15 day of May A. D. 1889
D. N. Burdge Co. Clerk.

Filed for record May 15th 1889, at 4 40 o'clock P M.

Record Vol. 132 Page 399.

J. Burgess Register of Deeds.

#1 Fee

GEO. W. CRANE & CO.,
Printers and Binders,
AND DEALERS IN
LEGAL BLANKS OF EVERY DESCRIPTION,
TOPEKA, KANSAS.

**James Barnes Whitaker legal documents**



Gavitt + Scott

#8

# TAX SALE CERTIFICATE.

No. 368 $7.12

I, Thomas M. James, County Treasurer of Shawnee County, do hereby certify that at a public sale of property for delinquent taxes, as provided by law, held at Topeka, the County Seat of said County, on the first Tuesday, being the fifth day of September, A. D. 1876, the following described property situated in the Count of Shawnee, State of Kansas, was sold to Gavitt + Scott

to-wit: The

All that pt of S E 1/4 lying on S side of Wakarusa River,

~~Quarter~~ of Section 24 Township 12 / 13 Range 16

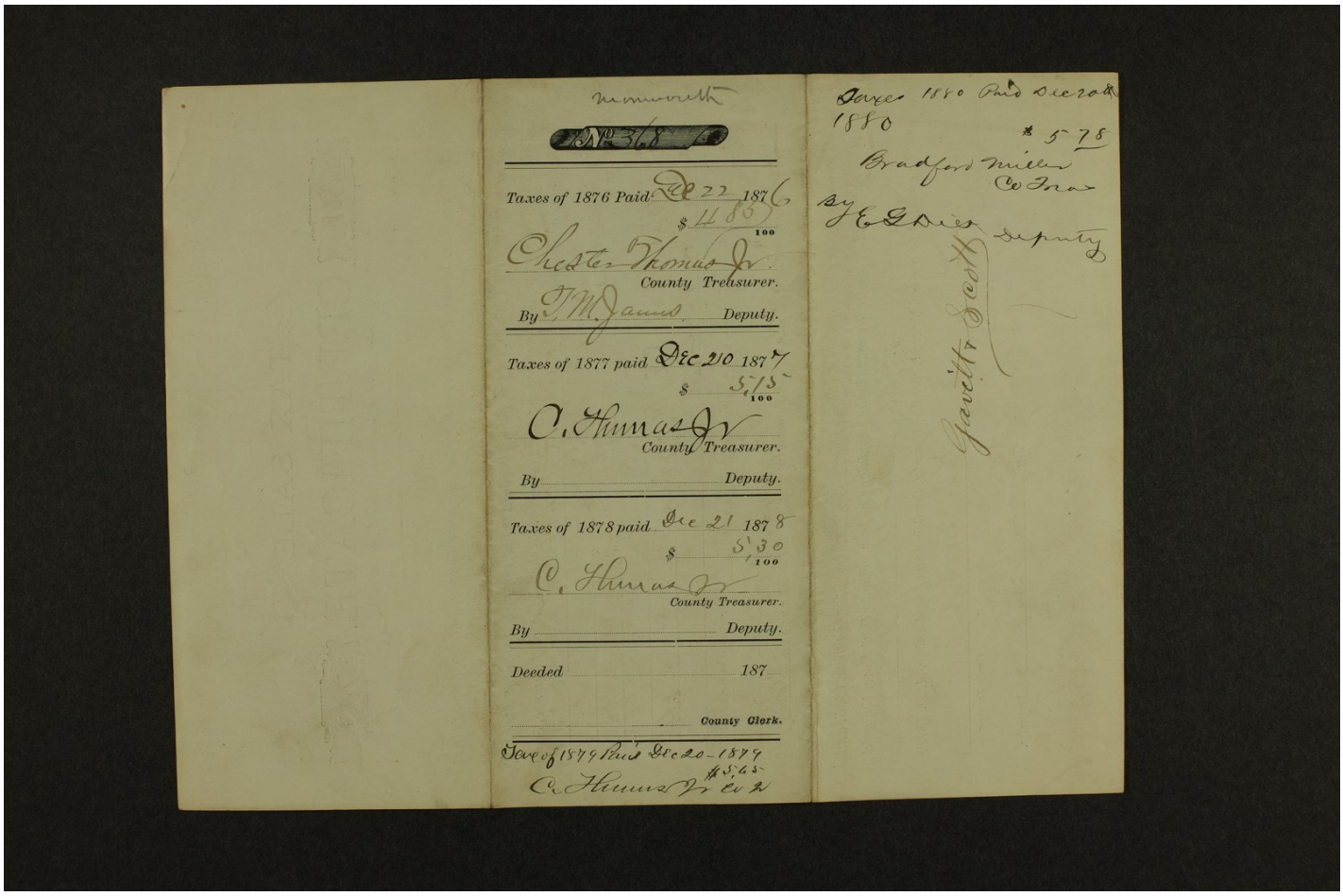
for the sum of Seven + 12/100 Dollars, being the full amount of tax, penalty and charges due upon said land for the year 1875, and unless redeemed, in accordance with the provisions of law prior to that time, the said Gavitt + Scott

will be entitled to a deed thereof from the County, the 6th day of September, A. D. 1879.

Thos M. James
County Treasurer

By King Deputy.

# James Barnes Whitaker legal documents



Nemaha

No 368

Taxes of 1876 Paid Dec 22 1876
$ 4 80/100
Chester Thomas Jr.
County Treasurer.
By T. M. James Deputy.

Taxes of 1877 paid Dec 20 1877
$ 5 75/100
C. Thomas Jr
County Treasurer.
By ..... Deputy.

Taxes of 1878 paid Dec 21 1878
$ 5 30/100
C. Thomas Jr
County Treasurer.
By ..... Deputy.

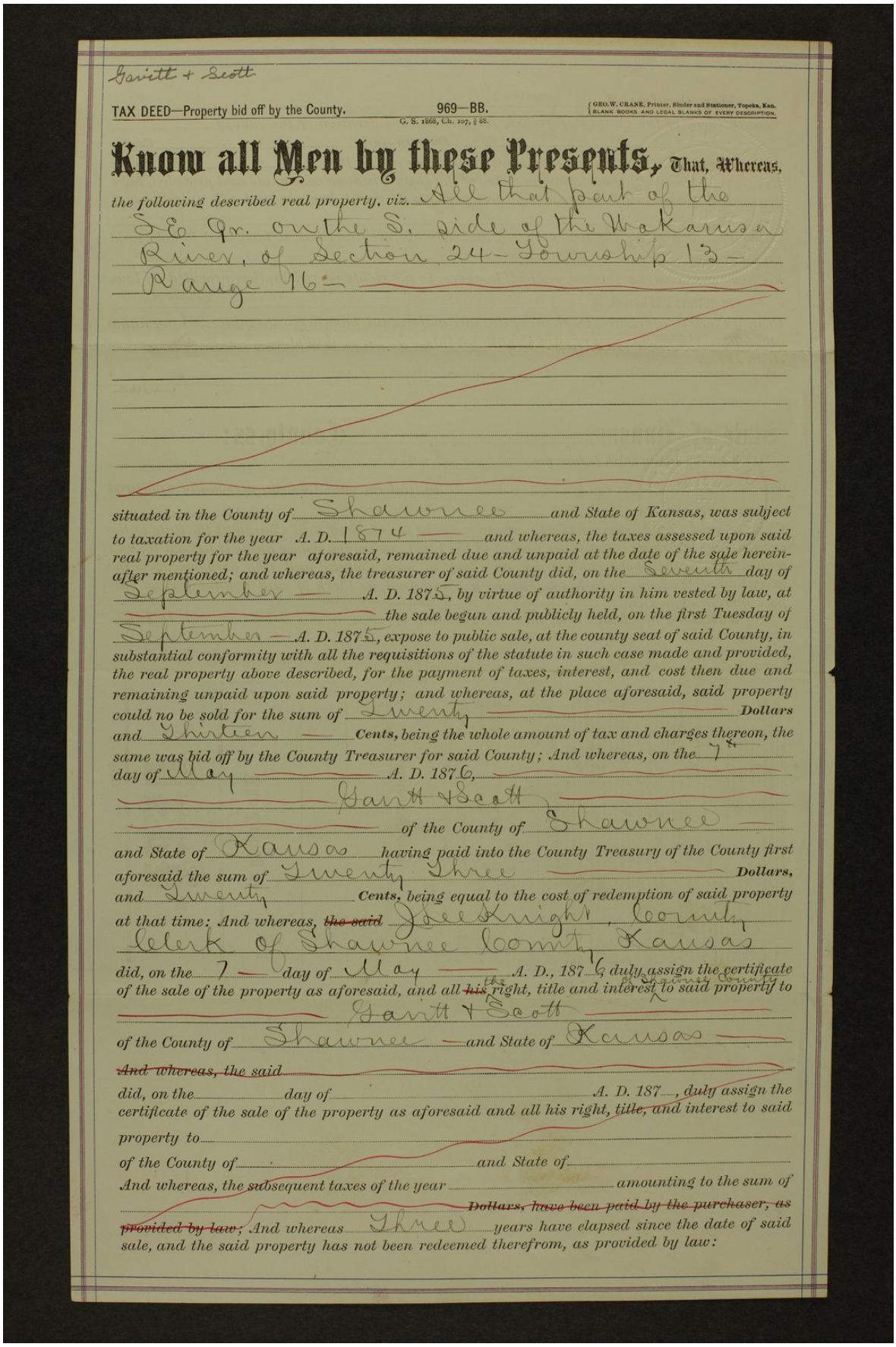
Deeded ..... 187

..... County Clerk.

Taxes of 1879 Paid Dec 20 1879
$ 5.65
C. Thomas Jr Co Treas

Taxes 1880 Paid Dec 20th 1880
$ 5 78
Bradford Miller Co Treas
by E. G. Dies Deputy

Gravitt Scott



Garitt + Scott

TAX DEED—Property bid off by the County. 969—BB.
G. S. 1868, Ch. 107, § 88.

{GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan.
{BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

# Know all Men by these Presents, That, Whereas,

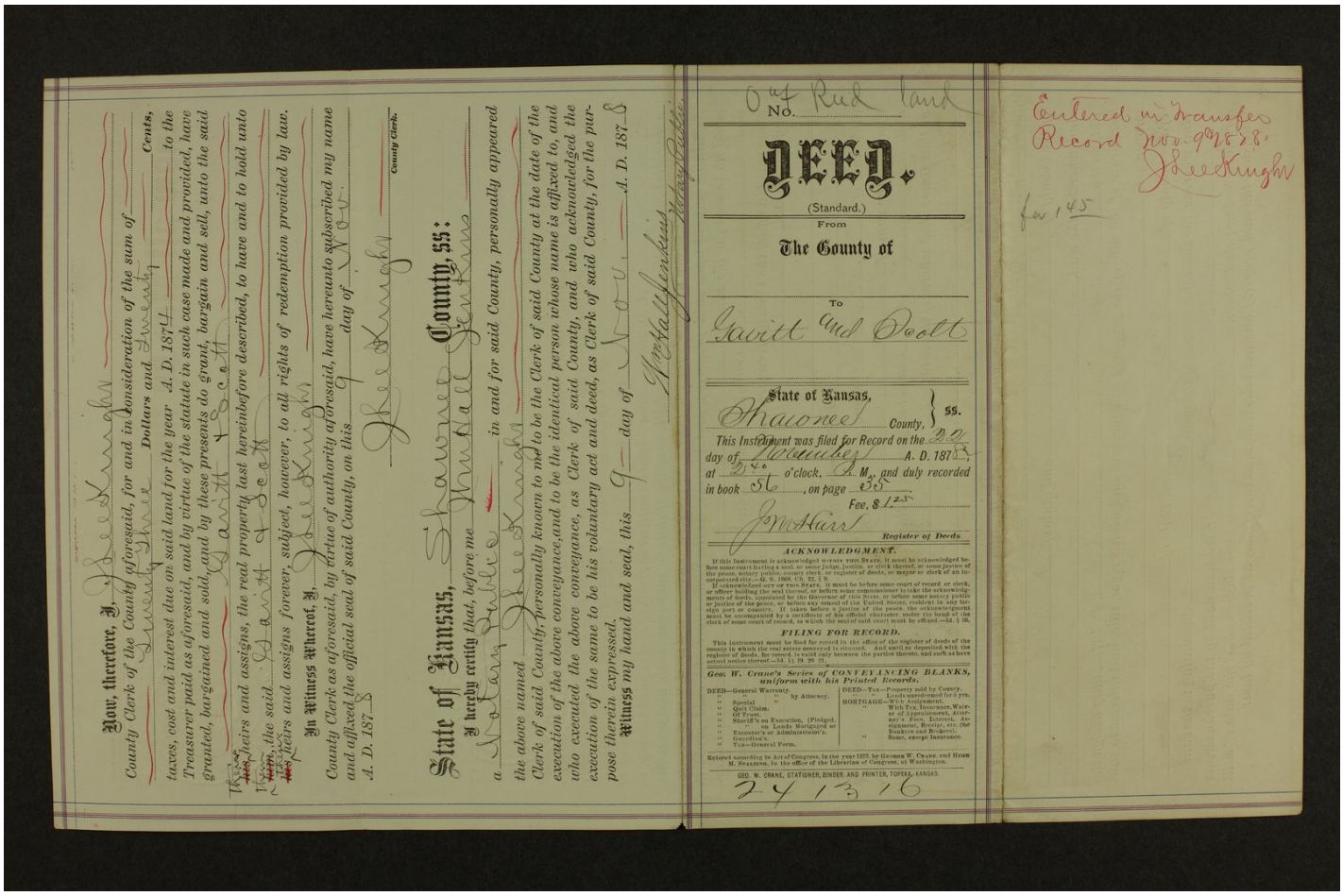
the following described real property, viz. All that part of the SE Qr. on the S. side of the Wakarusa River, of Section 24 - Township 13 - Range 16 -

situated in the County of Shawnee and State of Kansas, was subject to taxation for the year A. D. 1874 and whereas, the taxes assessed upon said real property for the year aforesaid, remained due and unpaid at the date of the sale hereinafter mentioned; and whereas, the treasurer of said County did, on the Seventh day of September A. D. 1875, by virtue of authority in him vested by law, at the sale begun and publicly held, on the first Tuesday of September A. D. 1875, expose to public sale, at the county seat of said County, in substantial conformity with all the requisitions of the statute in such case made and provided, the real property above described, for the payment of taxes, interest, and cost then due and remaining unpaid upon said property; and whereas, at the place aforesaid, said property could no be sold for the sum of Twenty Dollars and Thirteen Cents, being the whole amount of tax and charges thereon, the same was bid off by the County Treasurer for said County; And whereas, on the 7th day of May A. D. 1876, Garitt & Scott of the County of Shawnee and State of Kansas having paid into the County Treasury of the County first aforesaid the sum of Twenty Three Dollars, and Twenty Cents, being equal to the cost of redemption of said property at that time: And whereas, ~~the said~~ Joe Knight, County Clerk of Shawnee County, Kansas did, on the 7 day of May A. D., 1876 duly assign the certificate of the sale of the property as aforesaid, and all ~~his~~ right, title and interest to said property to Garitt & Scott of the County of Shawnee and State of Kansas

~~And whereas, the said~~ did, on the day of A. D. 187, duly assign the certificate of the sale of the property as aforesaid and all his right, title, and interest to said property to of the County of and State of

And whereas, the subsequent taxes of the year amounting to the sum of ~~Dollars, have been paid by the purchaser, as provided by law;~~ And whereas Three years have elapsed since the date of said sale, and the said property has not been redeemed therefrom, as provided by law:

# James Barnes Whitaker legal documents



Out Red Land

No.

**DEED.**

(Standard.)

From

The County of

To

Gavitt and Doolt

State of Kansas, Shawnee County. } ss.

This Instrument was filed for Record on the 20 day of November A. D. 1875 at 2:40 o'clock, P. M., and duly recorded in book 56, on page 235

Fee, $1.25

J. McHarg

Register of Deeds

**ACKNOWLEDGMENT.**

If this instrument is acknowledged within THIS STATE, it must be acknowledged before some court having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—G. S. 1868, Ch. 22, § 9.

If acknowledged OUT OF THIS STATE, it must be before some court of record or clerk, or officer holding the seal thereof, or before some commissioner to take acknowledgments of deeds, appointed by the Governor of this United States, or before some notary public or justice of the peace, or before any minister, commissioner or resident in any foreign port or consul. If taken before a justice of the peace, the acknowledgment must be accompanied by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court must be affixed.—Id. § 10.

**FILING FOR RECORD.**

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. §§ 19, 20, 21.

*Geo. W. Crane's Series of* **CONVEYANCING BLANKS,** *uniform with his Printed Records.*

DEED—General Warranty.
" Special " by Attorney.
" Quit Claim.
" Of Trust.
" Sheriff's on Execution, [Pledged, " " on Lands Mortgaged or
" Executor's or Administrator's.
" Guardian's.
" Tax—General Form.

DEED—Tax—Property sold by County, Redeemed for 5 yrs.

MORTGAGE—With Assignment.
" With Tax Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc. (for Bankers and Brokers).
" Same, except Insurance.

Entered according to Act of Congress, in the year 1875, by GEORGE W. CRANE and HOUR M. STARBUCK, in the office of the Librarian of Congress, at Washington.

GEO. W. CRANE, STATIONER, BINDER AND PRINTER, TOPEKA, KANSAS.

2 4 13 16

Entered in Transfer Record Nov. 9th 75.
Lee Knight
for 145

Now, therefore, I, Lee Knaugh County Clerk of the County aforesaid, for and in consideration of the sum of Twenty three Dollars and Twenty Cents, taxes, cost and interest due on said land for the year A. D. 1874 to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto the said Gavitt and Doolt Their heirs and assigns, the real property last hereinbefore described, to have and to hold unto them, the said Gavitt and Doolt their heirs and assigns forever, subject, however, to all rights of redemption provided by law.

In Witness Whereof, I, Lee Knaugh County Clerk as aforesaid, by virtue of authority aforesaid, have hereunto subscribed my name and affixed the official seal of said County, on this 9 day of Nov. A. D. 187 5

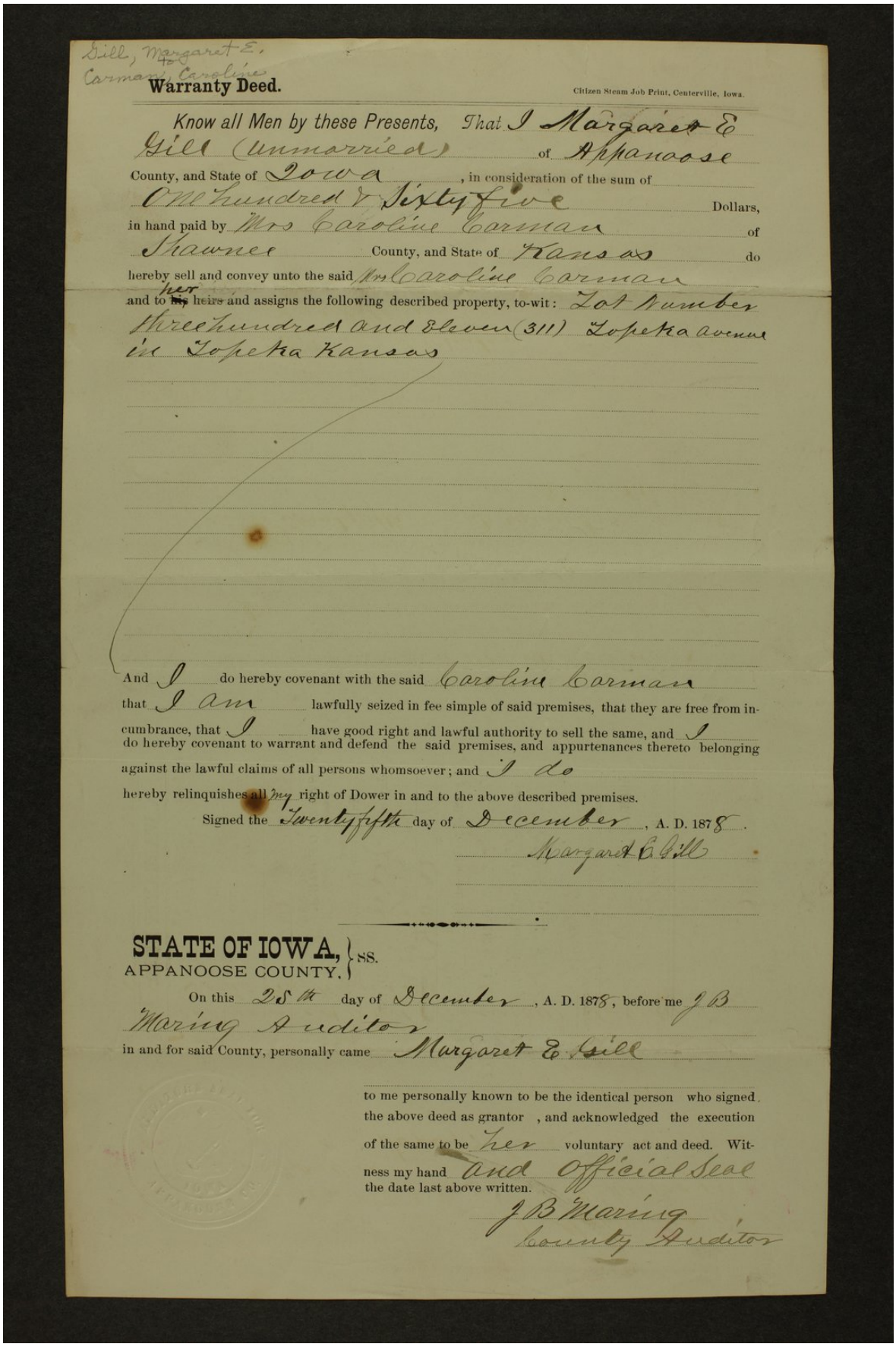
Lee Knaugh County Clerk.

State of Kansas, Shawnee County, ss:

I hereby certify that, before me Whitaker Barnes a Notary Public in and for said County, personally appeared the above named Lee Knaugh to me to be the Clerk of said County at the date of the execution of the above conveyance, personally known to me to be the identical person whose name is affixed to, and who executed the above conveyance, as Clerk of said County, and who acknowledged the execution of the same to be his voluntary act and deed, as Clerk of said County, for the purpose therein expressed.

Witness my hand and seal, this 9 day of Nov. A. D. 187 5

Whitaker Barnes Notary Public.



Gill, Margaret E.
to
Carman, Caroline

**Warranty Deed.**

Citizen Steam Job Print, Centerville, Iowa.

Know all Men by these Presents, That I Margaret E Gill (unmarried) of Appanoose County, and State of Iowa, in consideration of the sum of One hundred & Sixty five Dollars, in hand paid by Mrs Caroline Carman of Shawnee County, and State of Kansas do hereby sell and convey unto the said Mrs Caroline Carman and to ~~his~~ her heirs and assigns the following described property, to-wit: Lot Number Three hundred and Eleven (311) Topeka avenue in Topeka Kansas

And I do hereby covenant with the said Caroline Carman that I am lawfully seized in fee simple of said premises, that they are free from incumbrance, that I have good right and lawful authority to sell the same, and I do hereby covenant to warrant and defend the said premises, and appurtenances thereto belonging against the lawful claims of all persons whomsoever; and I do hereby relinquishes all my right of Dower in and to the above described premises.

Signed the Twenty fifth day of December, A. D. 1878.

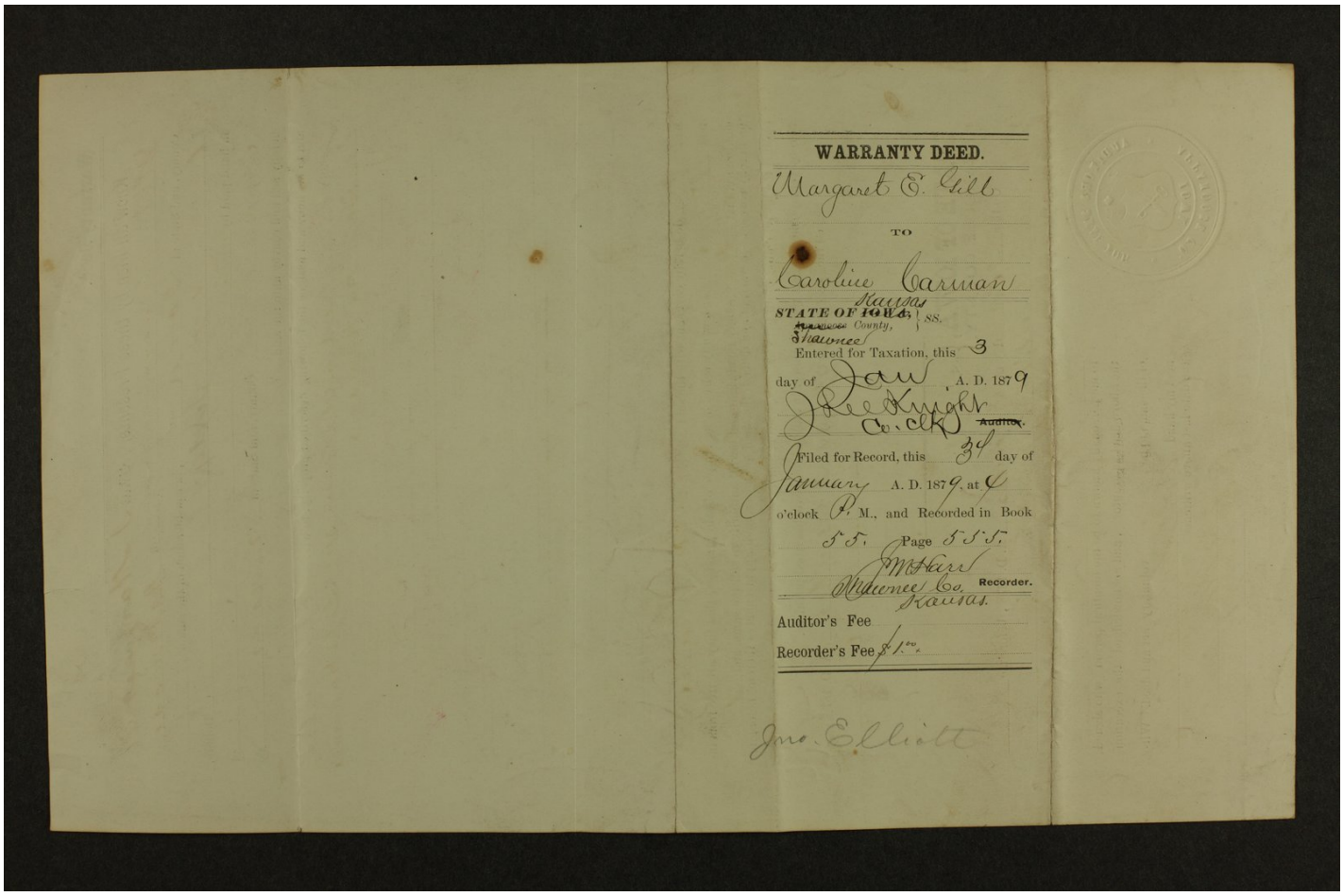
Margaret E Gill

STATE OF IOWA, } ss.
APPANOOSE COUNTY, }

On this 25th day of December, A. D. 1878, before me J B Maring Auditor in and for said County, personally came Margaret E Gill to me personally known to be the identical person who signed the above deed as grantor, and acknowledged the execution of the same to be her voluntary act and deed. Witness my hand and Official Seal the date last above written.

J B Maring
County Auditor

# James Barnes Whitaker legal documents



WARRANTY DEED.

Margaret E. Gill

TO

Caroline Carman

STATE OF IOWA, Kansas } ss.
~~Pottawattamie~~ County, Shawnee

Entered for Taxation, this 3

day of Jan, A. D. 1879

J. Lee Knight
Co. Clk ~~Auditor.~~

Filed for Record, this 30 day of

January A. D. 1879 at 4

o'clock P. M., and Recorded in Book

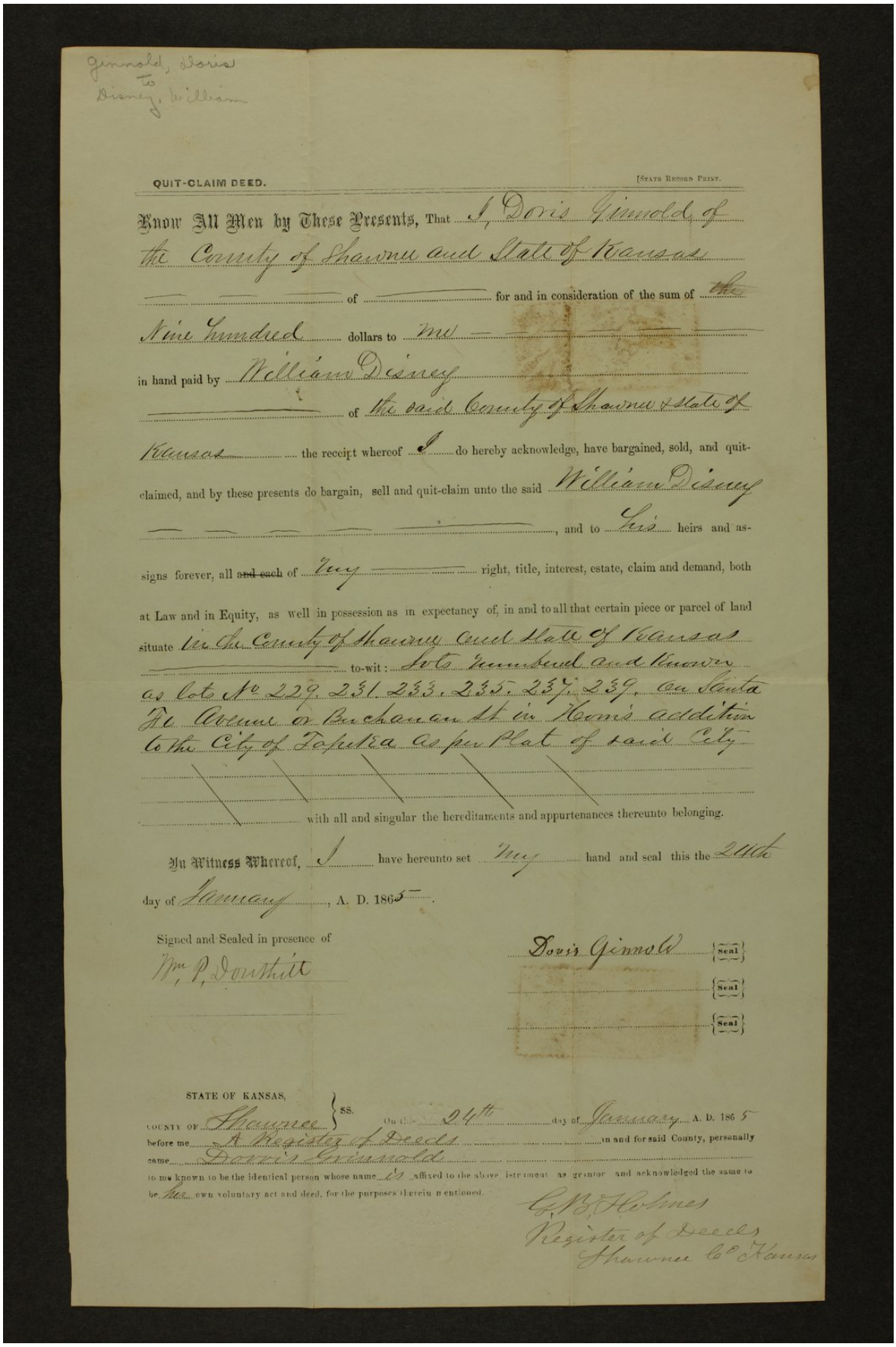
5 5, Page 5 5 5.

M. Starr
Shawnee Co. Kansas Recorder.

Auditor's Fee

Recorder's Fee $1.00

Jno. Elliott



Ginnold, Doris
to
Disney, William

QUIT-CLAIM DEED. [State Record Print.

Know All Men by These Presents, That I Doris Ginnold of the County of Shawnee and State of Kansas of for and in consideration of the sum of the Nine Hundred dollars to me in hand paid by William Disney of the said County of Shawnee & State of Kansas the receipt whereof I do hereby acknowledge, have bargained, sold, and quit-claimed, and by these presents do bargain, sell and quit-claim unto the said William Disney, and to his heirs and assigns forever, all ~~and each~~ of my right, title, interest, estate, claim and demand, both at Law and in Equity, as well in possession as in expectancy of, in and to all that certain piece or parcel of land situate in the County of Shawnee and State of Kansas to-wit: Lots Numbered and Known as Lot No 229. 231. 233. 235. 237. 239. on Santa Fe Avenue & Buchanan St in Horn's addition to the City of Topeka as per Plat of said City with all and singular the hereditaments and appurtenances thereunto belonging.

In Witness Whereof, I have hereunto set my hand and seal this the 24th day of January, A. D. 1865.

Signed and Sealed in presence of
Wm P. Douthit

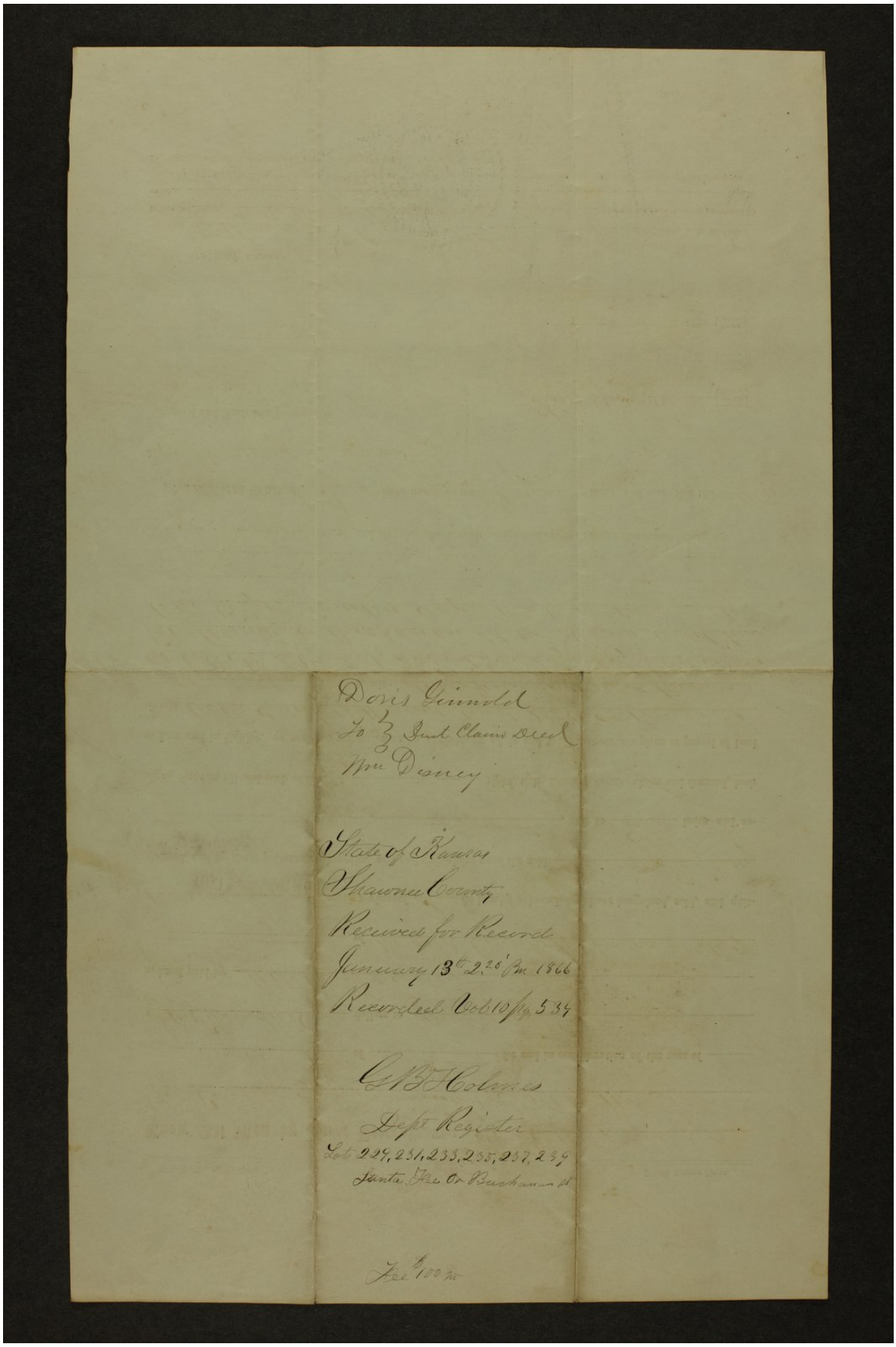
Doris Ginnold {Seal}
{Seal}
{Seal}

STATE OF KANSAS, } ss.
COUNTY OF Shawnee } ss.

On the 24th day of January A. D. 1865 before me A Register of Deeds in and for said County, personally came Doris Ginnold to me known to be the identical person whose name is affixed to the above instrument as grantor and acknowledged the same to be her own voluntary act and deed, for the purposes therein mentioned.

C. B. Holmes
Register of Deeds
Shawnee Co Kansas

**James Barnes Whitaker legal documents**



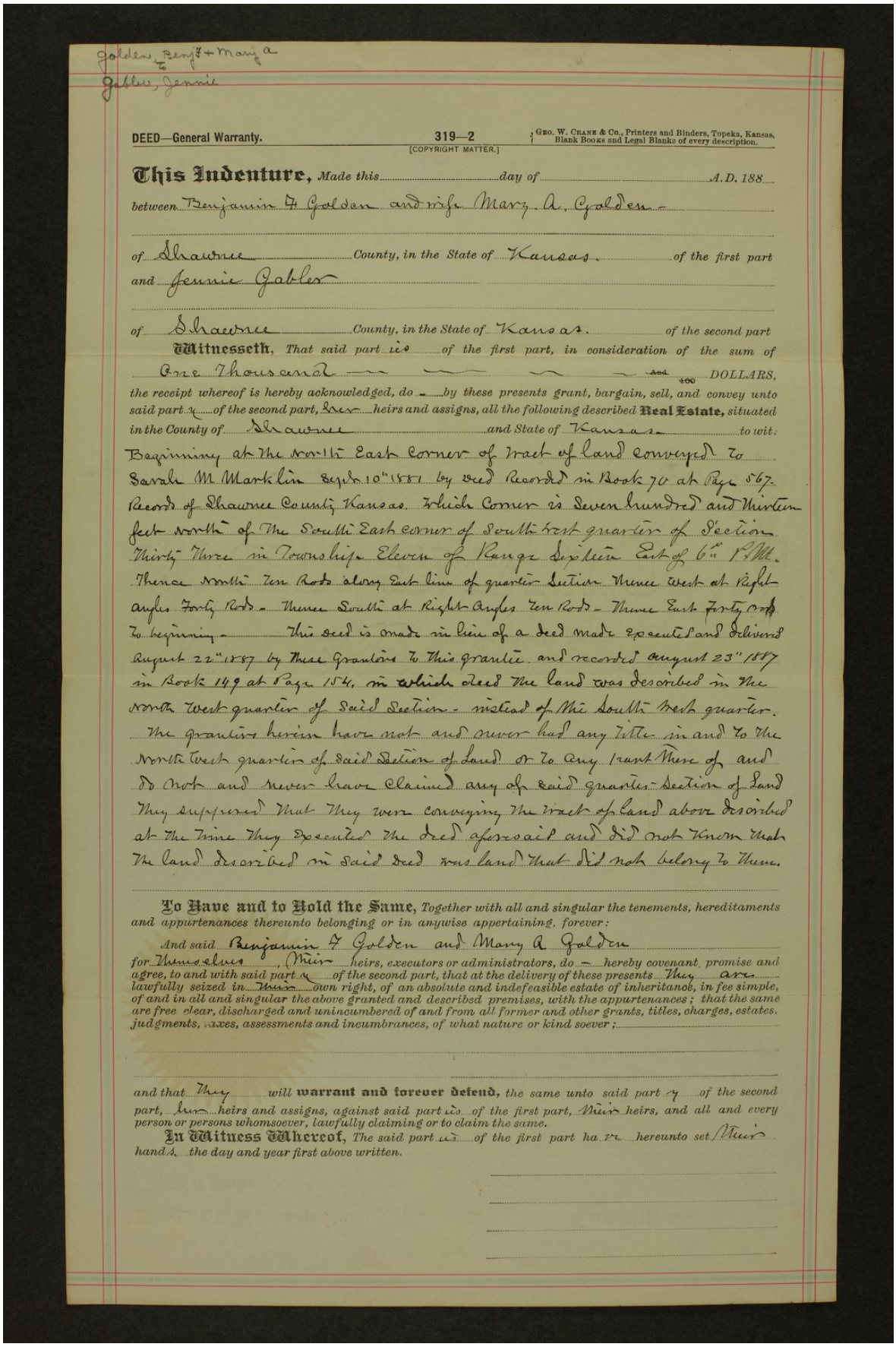
Doris Grinnold
To
Mr Disney
Int Claim Deed

State of Kansas
Shawnee County
Received for Record
January 13th 2.20 Pm 1866
Recorded Feb 10 Pg 534

C. B. Holmes
Dept Register

Lots 229, 231, 233, 235, 237, 239
Santa Fe Or Buchanan St

Fee 100



Golden, Benj & Mary A
to
Gabler, Jennie

DEED—General Warranty. 319—2 [COPYRIGHT MATTER.]

GEO. W. CRANE & CO., Printers and Binders, Topeka, Kansas, Blank Books and Legal Blanks of every description.

**This Indenture,** *Made this* ..... *day of* ..... *A.D. 188*...

*between* Benjamin F Golden and wife Mary A. Golden

*of* Shawnee *County, in the State of* Kansas *of the first part and* Jennie Gabler

*of* Shawnee *County, in the State of* Kansas. *of the second part*

**Witnesseth,** *That said part ies of the first part, in consideration of the sum of* One Thousand ~~~~ and 00/100 *DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto said part y of the second part, Their heirs and assigns, all the following described* **Real Estate,** *situated in the County of* Shawnee *and State of* Kansas *to wit:*

Beginning at the North East Corner of Tract of land conveyed to Sarah M Marklin Sept 10" 1881 by Deed Recorded in Book 70 at Page 567. Records of Shawnee County Kansas. Which Corner is Seven hundred and thirteen feet North of the South East corner of South West quarter of Section Thirty Three in Township Eleven of Range Seventeen East of 6th P M. Thence North Ten Rods along East line of quarter Section Thence West at Right Angles Forty Rods - Thence South at Right Angles Ten Rods - Thence East Forty Rods to beginning - This deed is made in lieu of a deed made executed and delivered August 22" 1887 by these Grantors to this grantee and recorded August 23" 1887 in Book 149 at Page 154, in which deed the land was described in the North West quarter of said Section - instead of the South West quarter. The grantors herein have not and never had any title in and to the North West quarter of said Section of land or to any part thereof and do not and never have claimed any of said quarter Section of land they supposed that they were conveying the tract of land above described at the time they executed the deed aforesaid and did not know that the land described in said deed was land that did not belong to them.

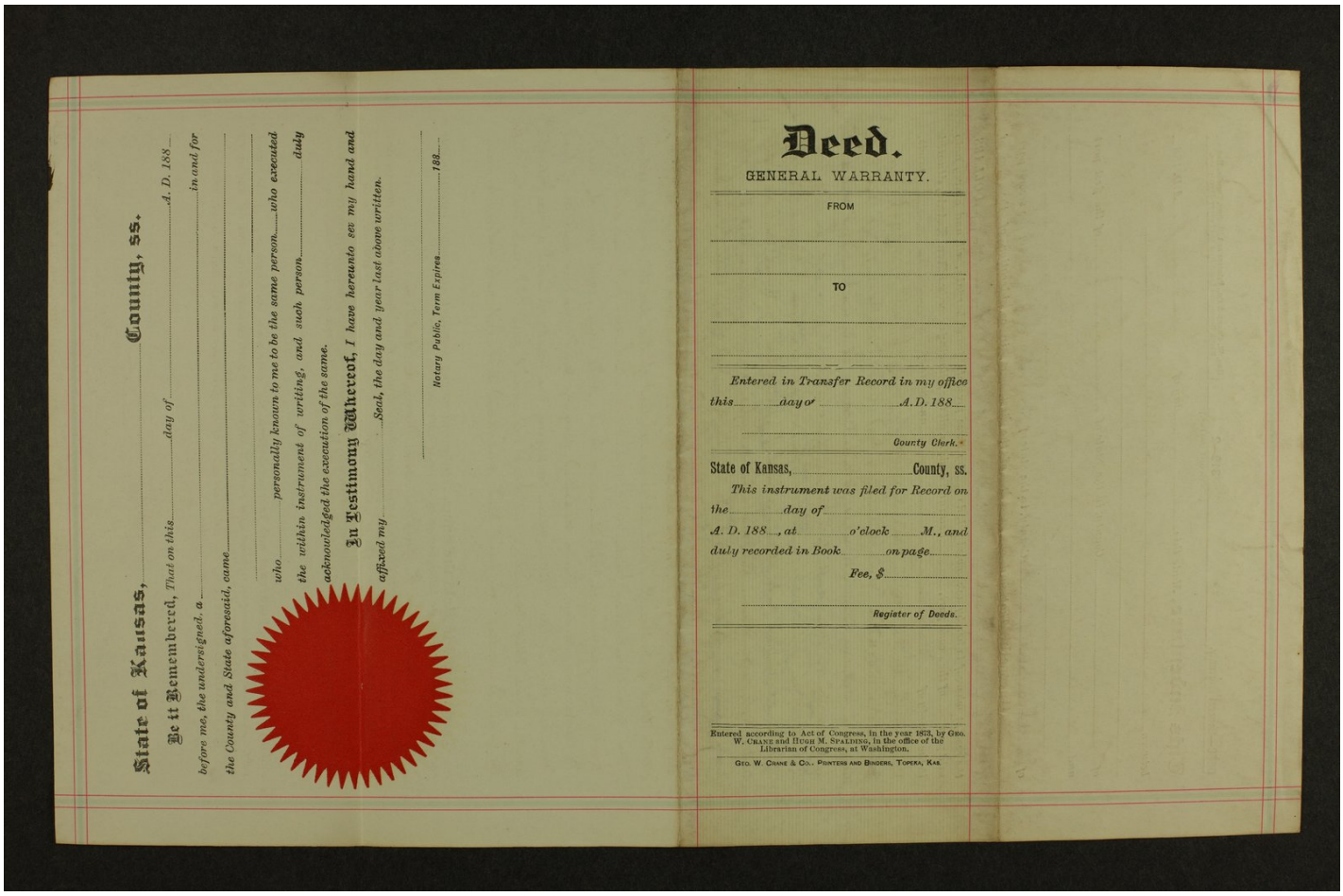
**To Have and to Hold the Same,** *Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever:*

*And said* Benjamin F Golden and Mary A Golden *for* themselves, *their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;*

*and that they will* **warrant and forever defend,** *the same unto said part y of the second part, their heirs and assigns, against said part ies of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.*

**In Witness Whereof,** *The said part ies of the first part ha ve hereunto set their hand s, the day and year first above written.*

# James Barnes Whitaker legal documents



State of Kansas, ..... County, ss.

Be it Remembered, That on this ..... day of ..... A. D. 188...

before me, the undersigned, a ..... in and for

the County and State aforesaid, came .....

who ..... personally known to me to be the same person ..... who executed

the within instrument of writing, and such person ..... duly

acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and

affixed my ..... Seal, the day and year last above written.

..... Notary Public, Term Expires ..... 188...

**Deed.**

GENERAL WARRANTY.

FROM

TO

*Entered in Transfer Record in my office*

*this ..... day of ..... A. D. 188...*

*County Clerk.*

State of Kansas, ..... County, ss.

*This instrument was filed for Record on*

*the ..... day of .....*

*A. D. 188..., at ..... o'clock ..... M., and*

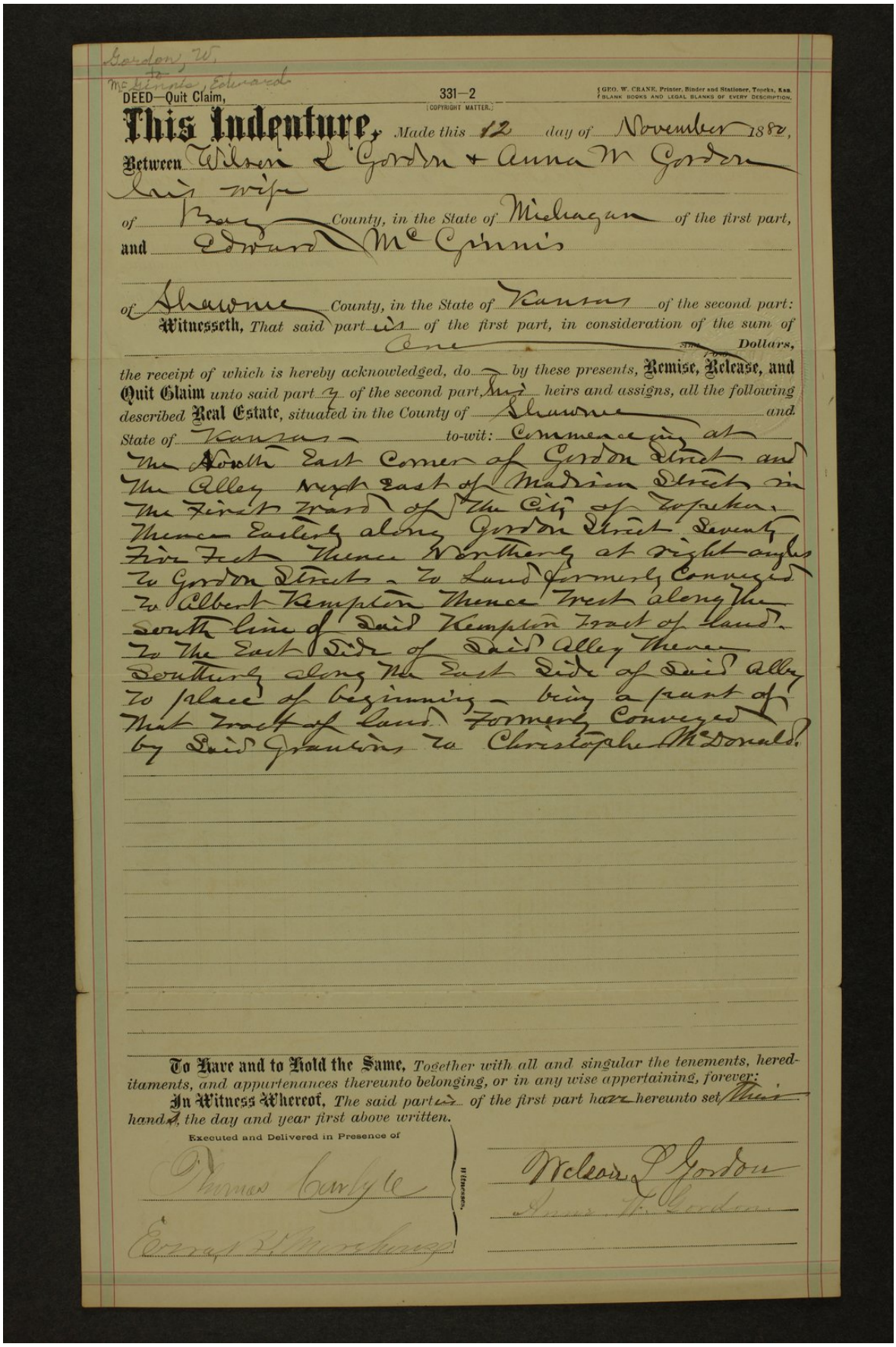
*duly recorded in Book ..... on page .....*

*Fee, $.....*

*Register of Deeds.*

Entered according to Act of Congress, in the year 1873, by Geo. W. Crane and Hugh M. Spalding, in the office of the Librarian of Congress, at Washington.

Geo. W. Crane & Co., Printers and Binders, Topeka, Kas.



Gordon, W.
to
McGinnis, Edward

DEED—Quit Claim, 331—2 (COPYRIGHT MATTER.)

GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan.
BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

**This Indenture,** *Made this* 12 *day of* November *18*82,

**Between** Wilson L Gordon + Anna M Gordon his wife

*of* Bay *County, in the State of* Michigan *of the first part,*

**and** Edward McGinnis

*of* Shawnee *County, in the State of* Kansas *of the second part:*

**Witnesseth,** *That said part* es *of the first part, in consideration of the sum of* One *Dollars,*

*the receipt of which is hereby acknowledged, do* — *by these presents,* **Remise, Release, and Quit Claim** *unto said part* y *of the second part,* his *heirs and assigns, all the following described* **Real Estate,** *situated in the County of* Shawnee *and State of* Kansas *to-wit:* Commencing at the North East Corner of Gordon Street and the Alley next East of Madison Street in the First Ward of the City of Topeka. Thence Easterly along Gordon Street Seventy Five Feet Thence Northerly at right angles to Gordon Street to Land formerly Conveyed to Albert Kempton Thence West along the South line of said Kempton Tract of Land to the East Side of said Alley thence Southerly along the East Side of said Alley to place of beginning being a part of that Tract of Land Formerly Conveyed by said Grantors to Christopher McDonald.

**To Have and to Hold the Same,** *Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever:*

**In Witness Whereof,** *The said part* es *of the first part have hereunto set* their *hand* s, *the day and year first above written.*

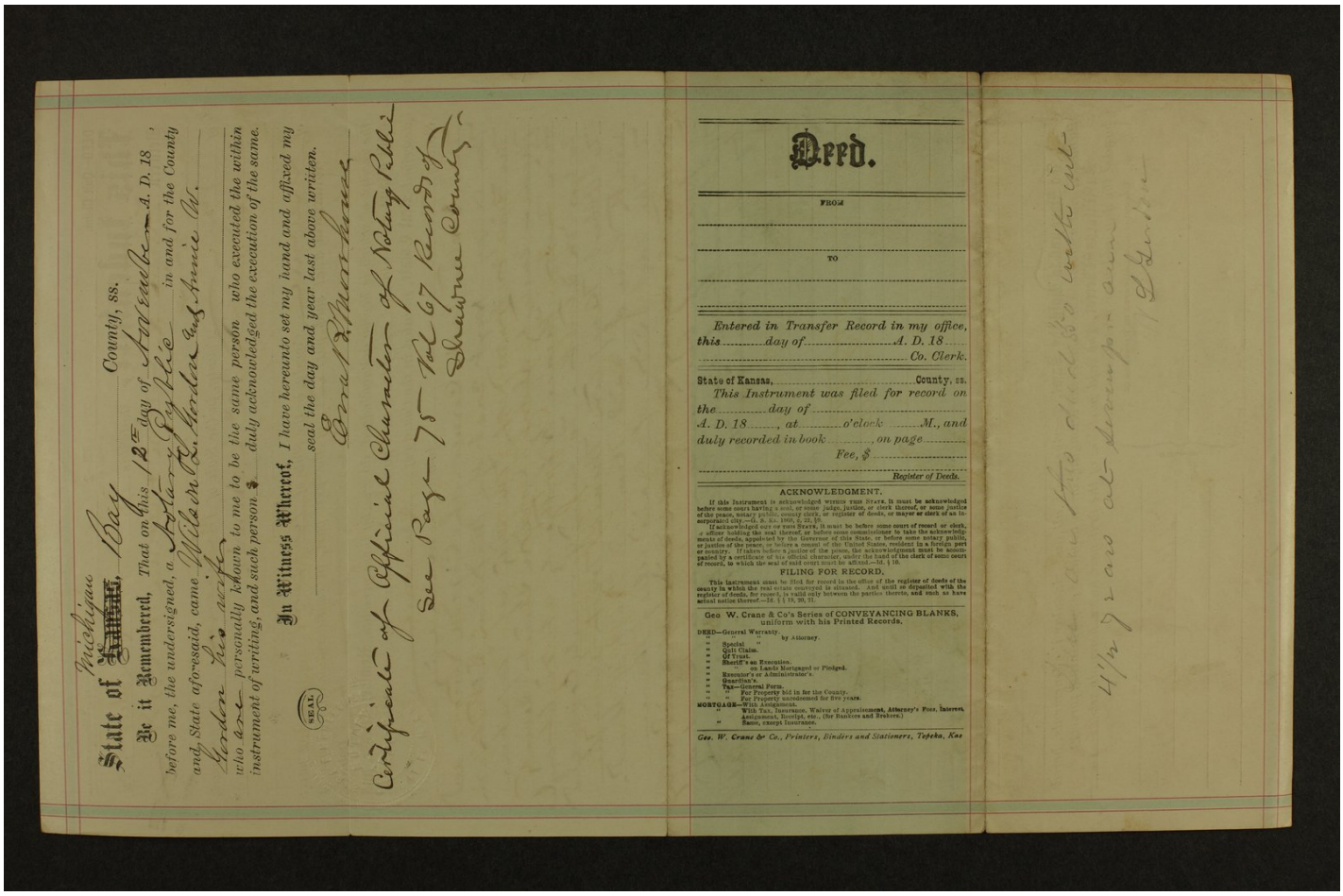
Executed and Delivered in Presence of

Witnesses.

Wilson L Gordon

Anna M Gordon

# James Barnes Whitaker legal documents



Deed.

FROM

TO

*Entered in Transfer Record in my office, this ..... day of ..... A. D. 18 .....*

*..... Co. Clerk.*

State of Kansas, ..... County, ss.

*This Instrument was filed for record on the ..... day of .....*

*A. D. 18 ....., at ..... o'clock ..... M., and duly recorded in book ....., on page .....*

*Fee, $ .....*

*Register of Deeds.*

ACKNOWLEDGMENT.

If this Instrument is acknowledged within THIS STATE, it must be acknowledged before some one having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—G. S. Ks. 1909, c. 22, § 1.

If acknowledged out of THIS STATE, it must be before some court of record, or clerk, or officer holding the seal thereof, or before some commissioner to take the acknowledgments of deeds, appointed by the Governor of this State, or before some notary public or justice of the peace, or before a consul of the United States, resident in a foreign port or country. If taken before a justice of the peace, his official must be authenticated by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court must be affixed.—Id. § 16.

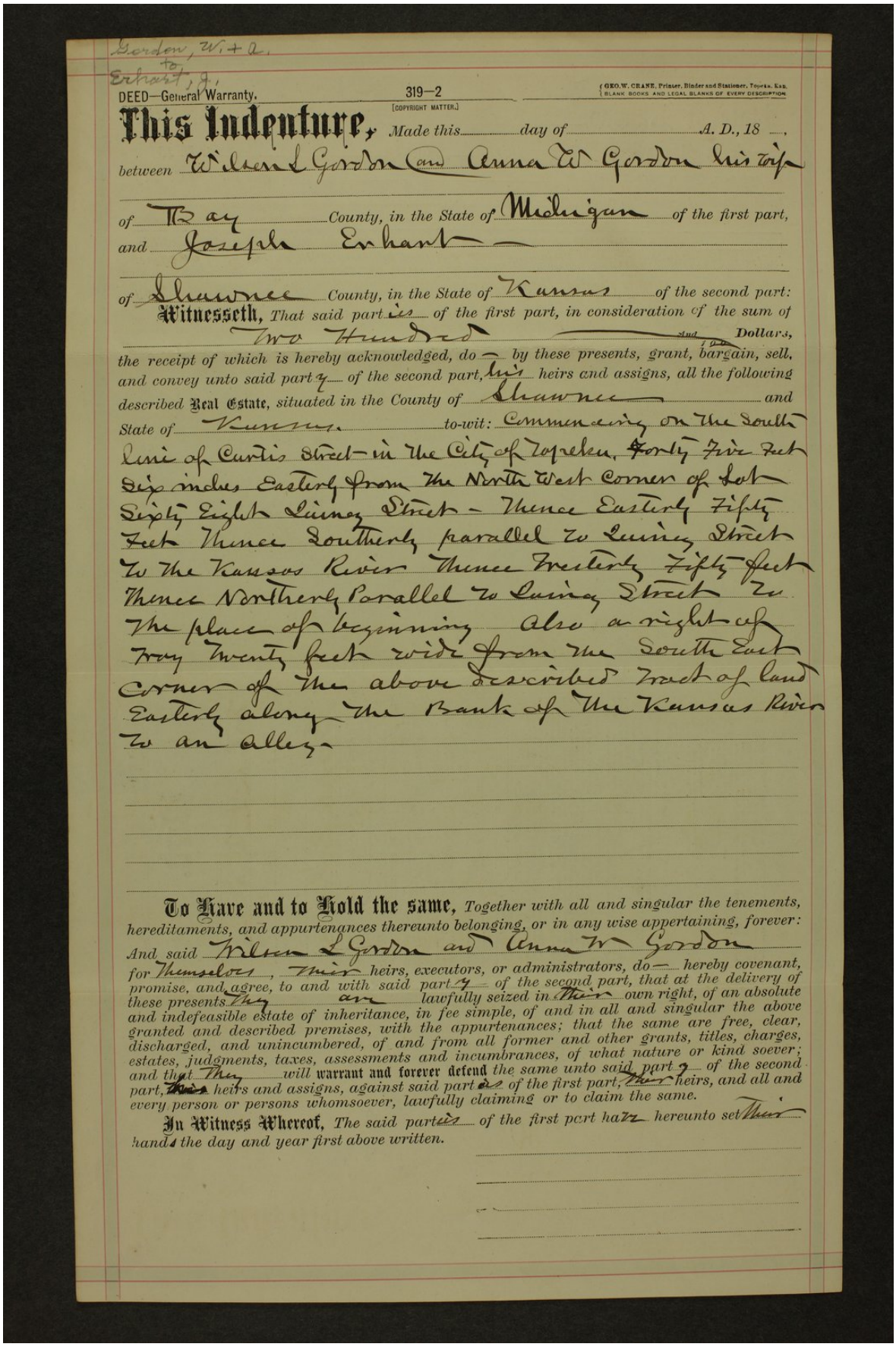
FILING FOR RECORD.

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. § § 19, 20, 21.

Geo W. Crane & Co's Series of CONVEYANCING BLANKS, uniform with his Printed Records.

DEED—General Warranty.
" Special " by Attorney.
" Quit Claim.
" Trustee's.
" Sheriff's on Execution.
" " on Lands Mortgaged or Pledged.
" Executor's or Administrator's.
" Guardian's.
" Tax—General Form.
" " For Property bid in for the County.
" " For Property unredeemed for five years.
MORTGAGE—With Assignment.
" With Tax, Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc., (for Bankers and Brokers.)
" Same, except Insurance.

*Geo. W. Crane & Co., Printers, Binders and Stationers, Topeka, Kas*



Gordon, W. + A.
to
Erhart, J.

DEED—General Warranty. 319—2 [COPYRIGHT MATTER.]

{GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan. | BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

**This Indenture,** *Made this* ..... *day of* ..... *A. D., 18* ...,

*between* Wilson L Gordon and Anna W Gordon his wife

*of* Bay *County, in the State of* Michigan *of the first part,*

*and* Joseph Erhart

*of* Shawnee *County, in the State of* Kansas *of the second part:*

**Witnesseth,** *That said part* is *of the first part, in consideration of the sum of*

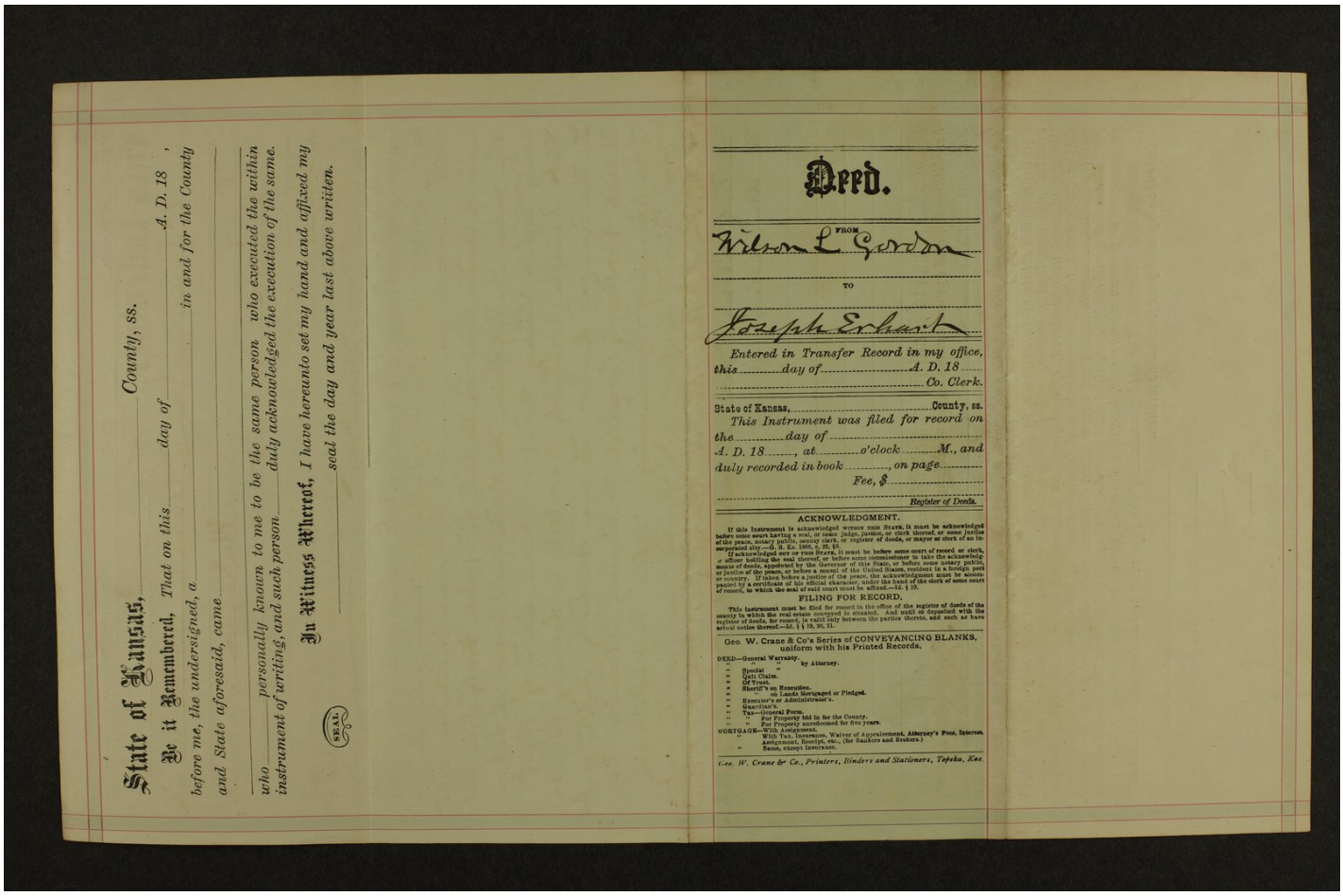
Two Hundred ——— And ——— **Dollars,**

*the receipt of which is hereby acknowledged, do* — *by these presents, grant, bargain, sell, and convey unto said part* y *of the second part,* his *heirs and assigns, all the following described* **Real Estate,** *situated in the County of* Shawnee *and State of* Kansas. *to-wit:* Commencing on the South Line of Curtis Street in the City of Topeka, Forty Five Feet Six inches Easterly from the North West Corner of Lot Sixty Eight Quincy Street — Thence Easterly Fifty Feet Thence Southerly parallel to Quincy Street To the Kansas River Thence Westerly Fifty feet Thence Northerly Parallel to Quincy Street To The place of beginning Also a right of Way Twenty feet wide from the South East Corner of the above described Tract of land Easterly along the Bank of the Kansas River To an Alley.

**To Have and to Hold the same,** *Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever: And said* Wilson L Gordon and Anna W Gordon *for* themselves, their *heirs, executors, or administrators, do* — *hereby covenant, promise, and agree, to and with said part* y — *of the second part, that at the delivery of these presents* they are *lawfully seized in* their *own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged, and unincumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever; and that* they *will* **warrant and forever defend** *the same unto said part* y — *of the second part,* their *heirs and assigns, against said part* ies *of the first part,* their *heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.*

**In Witness Whereof,** *The said part* ies *of the first part* have *hereunto set* their *hand* s *the day and year first above written.*

# James Barnes Whitaker legal documents



State of Kansas, ..... County, ss.

Be it Remembered, That on this ..... day of ..... A. D. 18 ,
before me, the undersigned, a ..... in and for the County
and State aforesaid, came .....

who ..... personally known to me to be the same person who executed the within
instrument of writing, and such person ..... duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my
seal the day and year last above written.

.....

SEAL.

**Deed.**

FROM

Wilson L. Gordon

TO

Joseph B. Erhart

*Entered in Transfer Record in my office,*
*this ..... day of ..... A. D. 18 .....*
*..... Co. Clerk.*

State of Kansas, ..... County, ss.
*This Instrument was filed for record on*
*the ..... day of .....*
*A. D. 18 ....., at ..... o'clock ..... M., and*
*duly recorded in book ....., on page .....*
*Fee, $ .....*
*..... Register of Deeds.*

ACKNOWLEDGMENT.

If this instrument is acknowledged within THIS STATE, it must be acknowledged before some court having a seal, or some judge, justice, or clerk thereof, or some justice of the peace, notary public, county clerk, or register of deeds, or mayor or clerk of an incorporated city.—G. S. Ks. 1868, c. 22, §3.

If acknowledged out of THIS STATE, it must be before some court of record or clerk, or officer holding the seal thereof, or before some commissioner to take the acknowledgments of deeds, appointed by the Governor of this State, or before some notary public, or justice of the peace, or before a consul or commercial agent of the United States, resident in a foreign port or country. If taken before a notary public or justice of the peace, the acknowledgment must be accompanied by a certificate of his official character, under the hand of the clerk of some court of record, to which the seal of said court must be affixed.—Id. § 10.

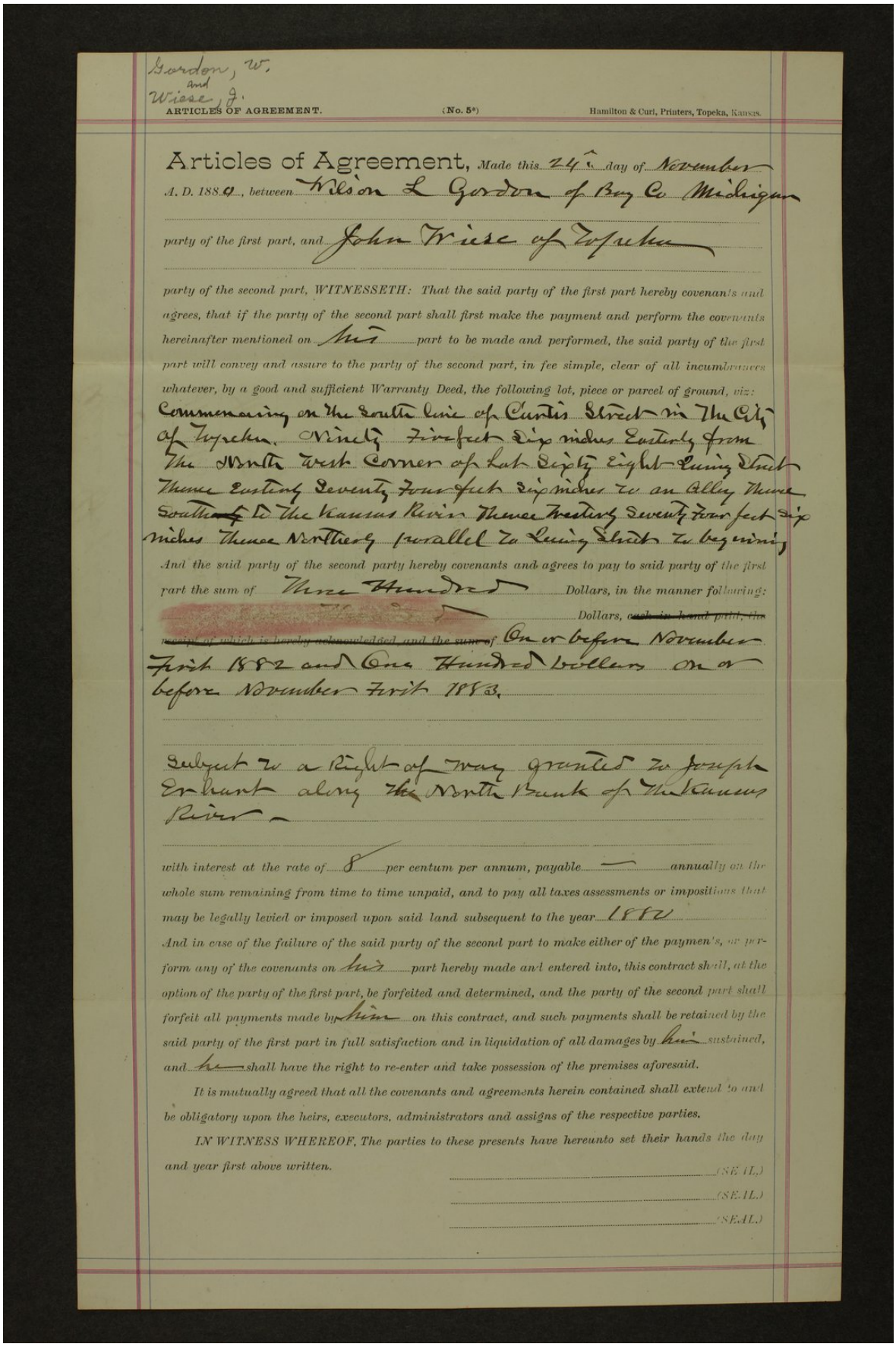
FILING FOR RECORD.

This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. § § 19, 20, 21.

Geo. W. Crane & Co's Series of CONVEYANCING BLANKS, uniform with his Printed Records.

DEED—General Warranty.
" " by Attorney.
" Special "
" Quit Claim.
" Of Trust.
" Sheriff's on Execution.
" " on Lands Mortgaged or Pledged.
" Executor's or Administrator's.
" Guardian's.
" Tax—General Form.
" " For Property bid in for the County.
" " For Property redeemed for five years.
MORTGAGE—With Assignment.
" With Tax, Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc., (for Bankers and Brokers.)
" Same, except Insurance.

Geo. W. Crane & Co., Printers, Binders and Stationers, Topeka, Kas.



Gordon, W.
and
Wiese, J.

ARTICLES OF AGREEMENT. (No. 5*) Hamilton & Curl, Printers, Topeka, Kansas.

Articles of Agreement, Made this 24th day of November A. D. 188 0, between Wilson L Gordon of Bay Co Michigan party of the first part, and John Wiese of Topeka party of the second part, WITNESSETH: That the said party of the first part hereby covenants and agrees, that if the party of the second part shall first make the payment and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part will convey and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the following lot, piece or parcel of ground, viz: Commencing on the South line of Curtis Street in The City of Topeka. Ninety Five feet Six inches Easterly from The North West Corner of Lot Eighty Eight Quincy Street Thence Easterly Seventy Four feet Six inches to an Alley Thence Southerly to The Kansas River Thence Westerly Seventy Four feet Six inches Thence Northerly parallel to Quincy Street to beginning

And the said party of the second party hereby covenants and agrees to pay to said party of the first part the sum of Three Hundred Dollars, in the manner following: [redacted] Dollars, ~~cash in hand paid, the receipt of which is hereby acknowledged, and the sum of~~ On or before November First 1882 and One Hundred Dollars on or before November First 1883.

Subject to a Right of Way granted to Joseph Ewbank along the North Bank of the Kansas River.

with interest at the rate of 8 per centum per annum, payable — annually on the whole sum remaining from time to time unpaid, and to pay all taxes assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1882

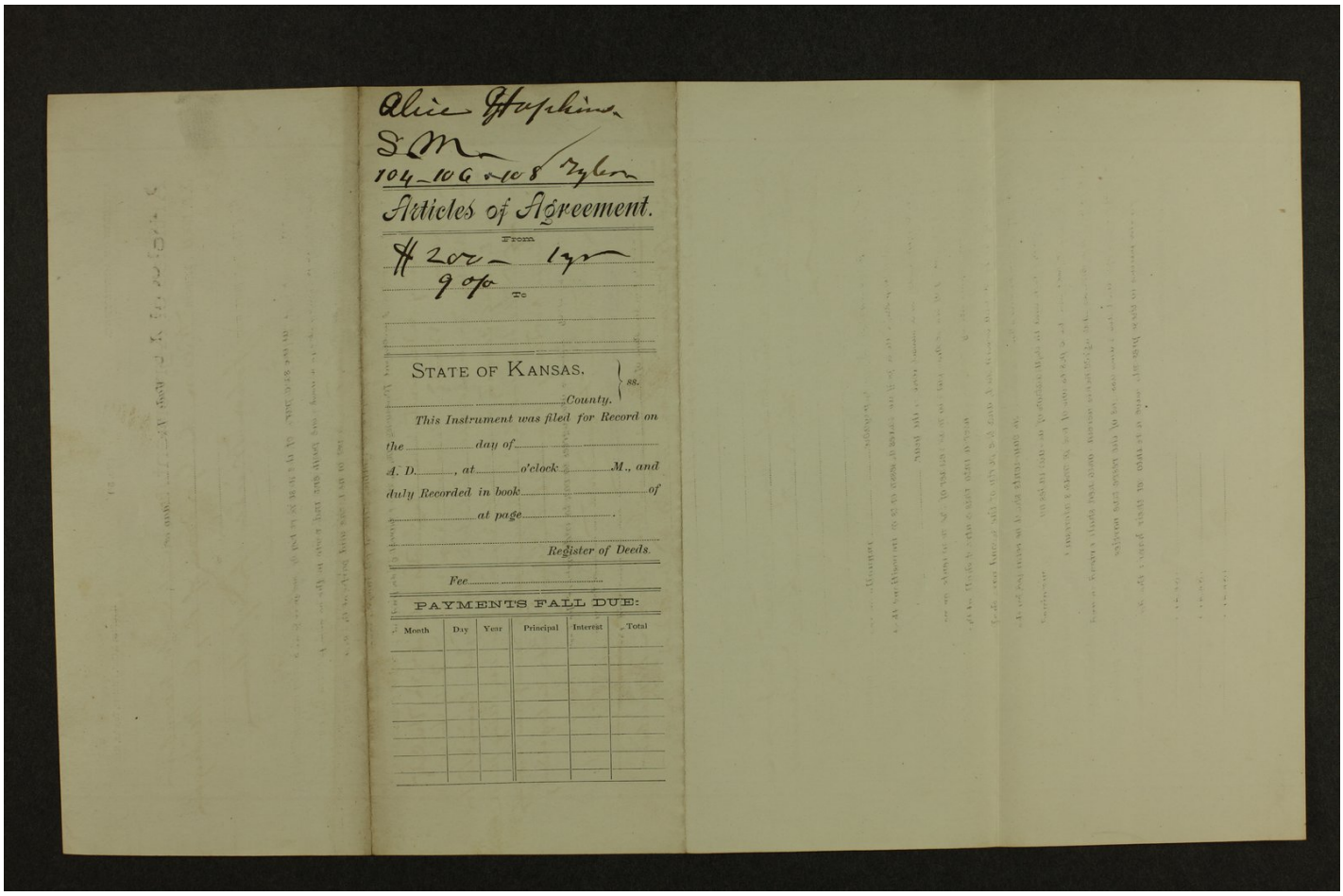
And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained, and he shall have the right to re-enter and take possession of the premises aforesaid.

It is mutually agreed that all 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 to these presents have hereunto set their hands the day and year first above written.

(SEAL.)
(SEAL.)
(SEAL.)

# James Barnes Whitaker legal documents



Alice Hopkins
S M
104-106 Nic 8 Tyler

Articles of Agreement.

From

$ 202 — 1yr
9 op

To

STATE OF KANSAS, } ss.
County.

This Instrument was filed for Record on the day of A. D., at o'clock M., and duly Recorded in book of at page.

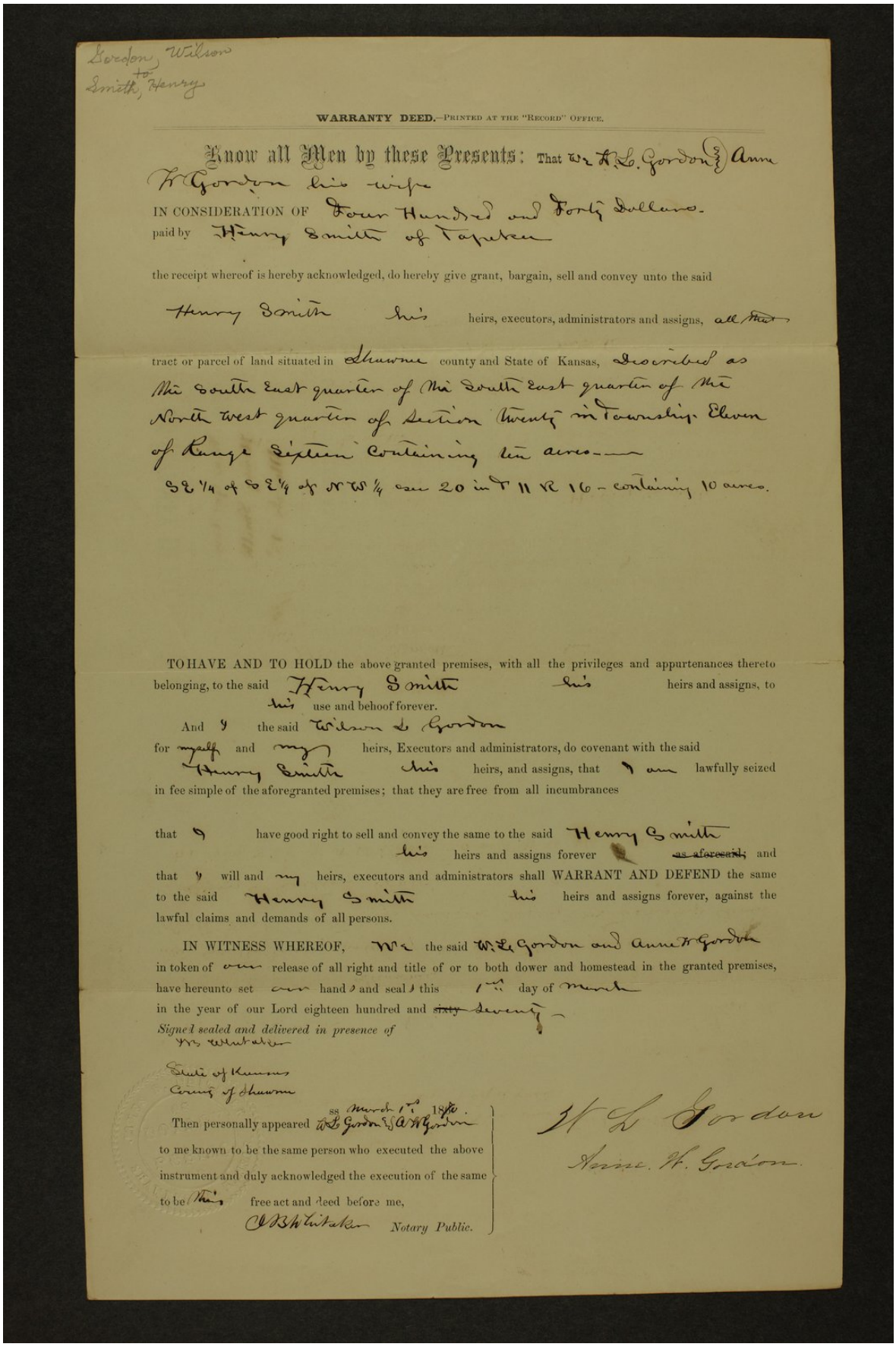
Register of Deeds.

Fee

PAYMENTS FALL DUE:

| Month | Day | Year | Principal | Interest | Total |
|---|---|---|---|---|---|
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# James Barnes Whitaker legal documents



Gordon, Wilson
to
Smith, Henry

**WARRANTY DEED.**—PRINTED AT THE "RECORD" OFFICE.

Know all Men by these Presents: That We W. L. Gordon & Anne W. Gordon his wife

IN CONSIDERATION OF Four Hundred and Forty Dollars.
paid by Henry Smith of Topeka

the receipt whereof is hereby acknowledged, do hereby give grant, bargain, sell and convey unto the said

Henry Smith his heirs, executors, administrators and assigns, all that

tract or parcel of land situated in Shawnee county and State of Kansas, described as
the South East quarter of the South East quarter of the
North west quarter of Section Twenty in Township Eleven
of Range Eighteen containing ten acres—
SE ¼ of SE ¼ of NW ¼ sec 20 in T 11 R 16 – containing 10 acres.

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Henry Smith his heirs and assigns, to his use and behoof forever.

And I the said Wilson L Gordon
for myself and my heirs, Executors and administrators, do covenant with the said
Henry Smith his heirs, and assigns, that I am lawfully seized
in fee simple of the aforegranted premises; that they are free from all incumbrances

that I have good right to sell and convey the same to the said Henry Smith
his heirs and assigns forever ~~as aforesaid;~~ and
that I will and my heirs, executors and administrators shall WARRANT AND DEFEND the same
to the said Henry Smith his heirs and assigns forever, against the
lawful claims and demands of all persons.

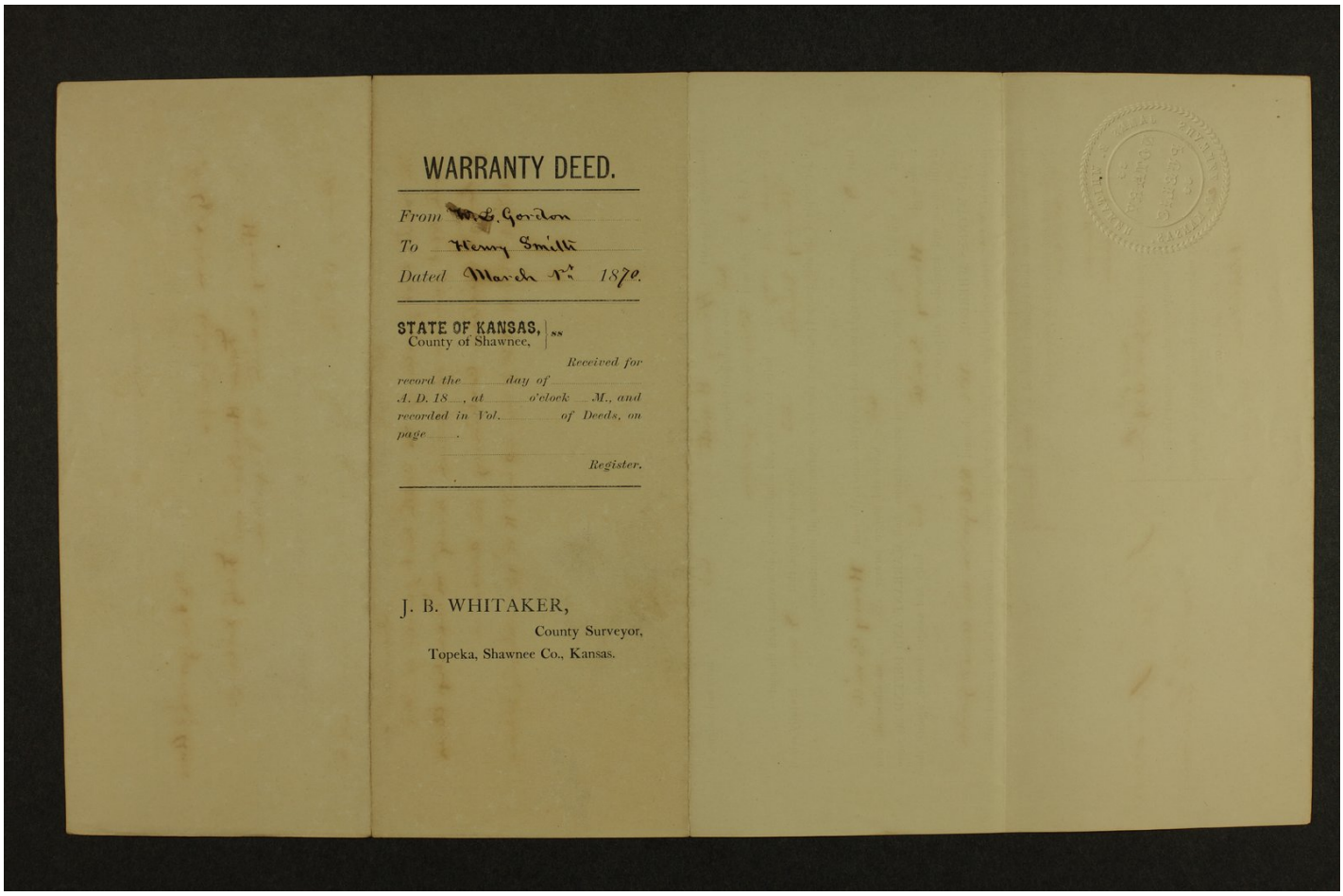
IN WITNESS WHEREOF, We the said W. L. Gordon and Anne W. Gordon
in token of our release of all right and title of or to both dower and homestead in the granted premises,
have hereunto set our hand & and seal & this 1st day of March
in the year of our Lord eighteen hundred and ~~sixty~~ seventy.
*Signed sealed and delivered in presence of*
W. L. Whitaker

State of Kansas
County of Shawnee } ss

Then personally appeared March 1st 1870.
W. L. Gordon & Anne W. Gordon
to me known to be the same person who executed the above
instrument and duly acknowledged the execution of the same
to be their free act and deed before me,
C. B. Whitaker *Notary Public.*

W. L. Gordon
Anne W. Gordon

# James Barnes Whitaker legal documents



WARRANTY DEED.

*From* M. L. Gordon

*To* Henry Smith

*Dated* March 7th 1870.

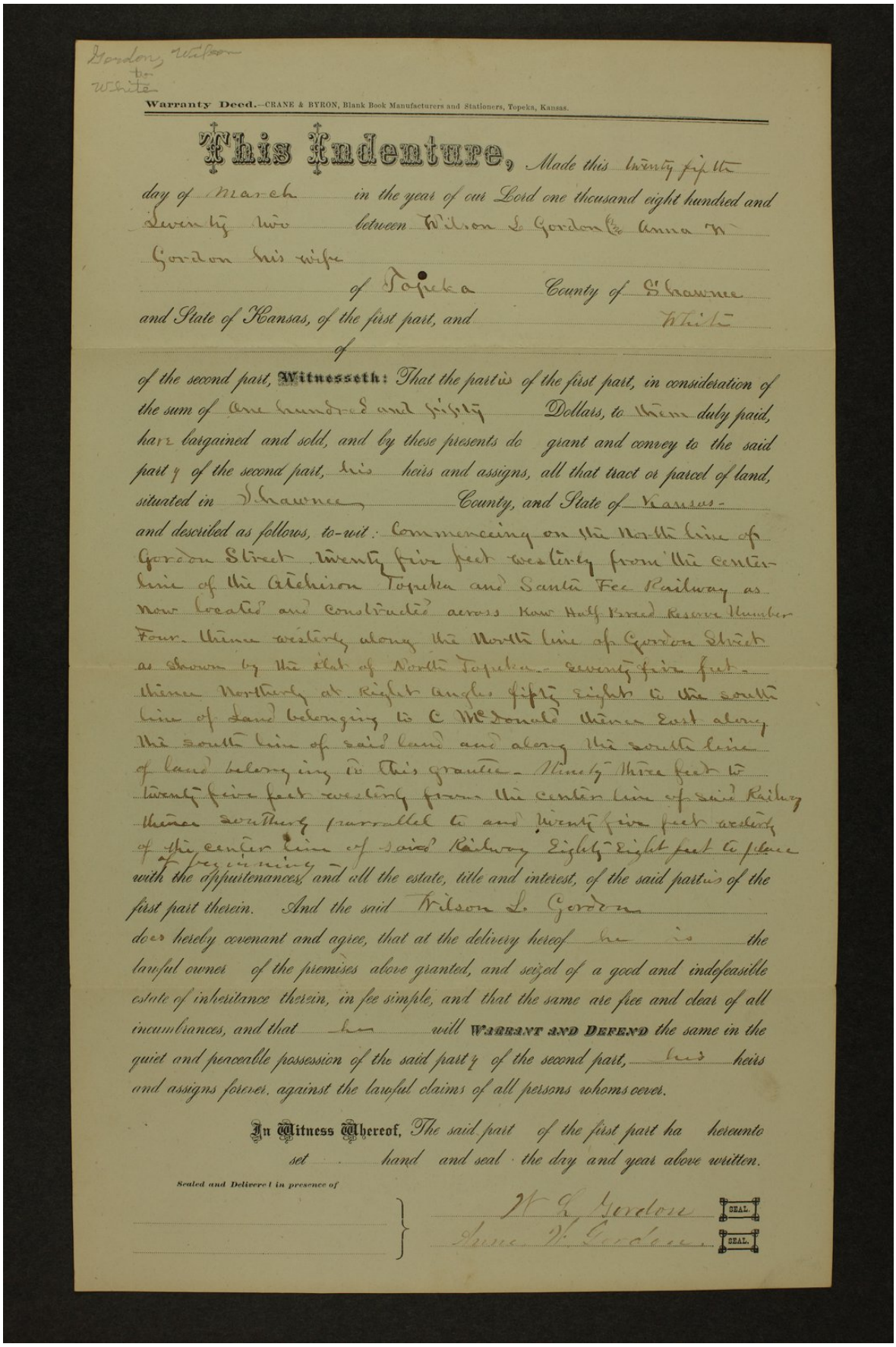
STATE OF KANSAS, } ss
County of Shawnee, }

*Received for record the* ____ *day of* ____ *A. D. 18*__, *at* ____ *o'clock* __ *M., and recorded in Vol.* ____ *of Deeds, on page* ____.

*Register.*

J. B. WHITAKER,
County Surveyor,
Topeka, Shawnee Co., Kansas.

# James Barnes Whitaker legal documents



Gordon, Wilson
to
White

Warranty Deed.—CRANE & BYRON, Blank Book Manufacturers and Stationers, Topeka, Kansas.

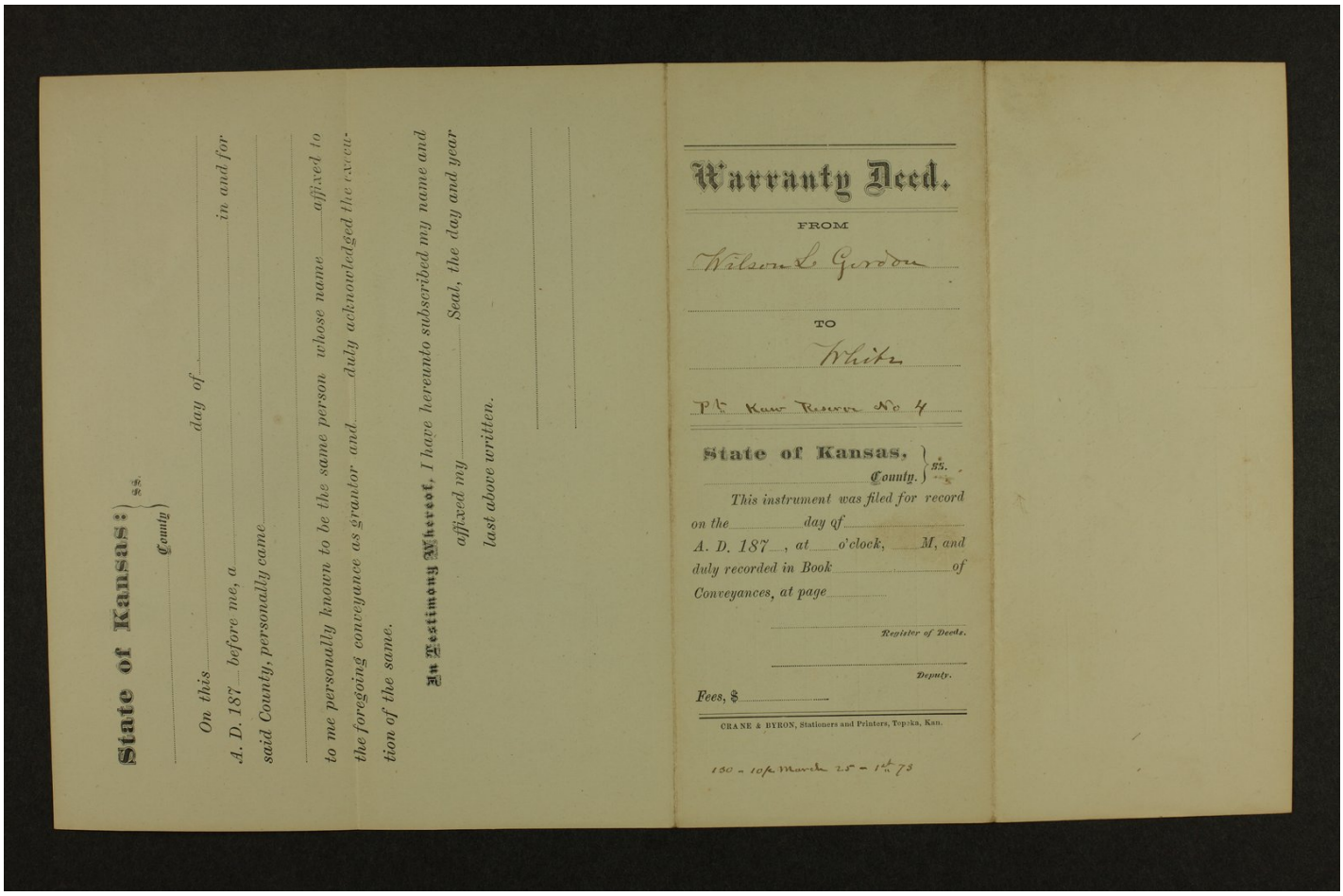
**This Indenture,** Made this twenty fifth
day of March in the year of our Lord one thousand eight hundred and
Seventy two between Wilson L Gordon & Anna M
Gordon his wife
of Topeka County of Shawnee
and State of Kansas, of the first part, and White
of
of the second part, **Witnesseth:** That the parties of the first part, in consideration of
the sum of One hundred and fifty Dollars, to them duly paid,
have bargained and sold, and by these presents do grant and convey to the said
party of the second part, his heirs and assigns, all that tract or parcel of land,
situated in Shawnee County, and State of Kansas
and described as follows, to-wit: Commencing on the North line of
Gordon Street twenty five feet westerly from the center
line of the Atchison Topeka and Santa Fee Railway as
now located and constructed across Kaw Half Breed Reserve Number
Four thence westerly along the North line of Gordon Street
as shown by the plat of North Topeka seventy five feet
thence Northerly at Right Angles fifty eight to the south
line of land belonging to C McDonald thence East along
the south line of said land and along the south line
of land belonging to this grantee Ninety three feet to
twenty five feet westerly from the center line of said Railway
thence Southerly parrallel to and twenty five feet westerly
of the center line of said Railway Eighty Eight feet to place
of beginning
with the appurtenances, and all the estate, title and interest, of the said parties of the
first part therein. And the said Wilson L Gordon
does hereby covenant and agree, that at the delivery hereof he is the
lawful owner of the premises above granted, and seized of a good and indefeasible
estate of inheritance therein, in fee simple, and that the same are free and clear of all
incumbrances, and that he will **WARRANT AND DEFEND** the same in the
quiet and peaceable possession of the said party of the second part, his heirs
and assigns forever, against the lawful claims of all persons whomsoever.

**In Witness Whereof,** The said part of the first part ha hereunto
set hand and seal the day and year above written.

Sealed and Delivered in presence of

W L Gordon SEAL.
Anna M Gordon SEAL.

# James Barnes Whitaker legal documents



Warranty Deed.

FROM

Wilson L. Gordon

TO

Whitaker

Pt Kaw Reserve No 4

State of Kansas, } ss.
County.

This instrument was filed for record on the day of A. D. 187 , at o'clock, M, and duly recorded in Book of Conveyances, at page

Register of Deeds.

Deputy.

Fees, $

CRANE & BYRON, Stationers and Printers, Topeka, Kan.

150 - 10% March 25 - 1st 73

State of Kansas: } ss.
County.

On this day of in and for said County, personally came to me personally known to be the same person whose name affixed to the foregoing conveyance as grantor and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Seal, the day and year last above written.