James Barnes Whitaker legal documents

Section 13, Pages 361 - 390

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.

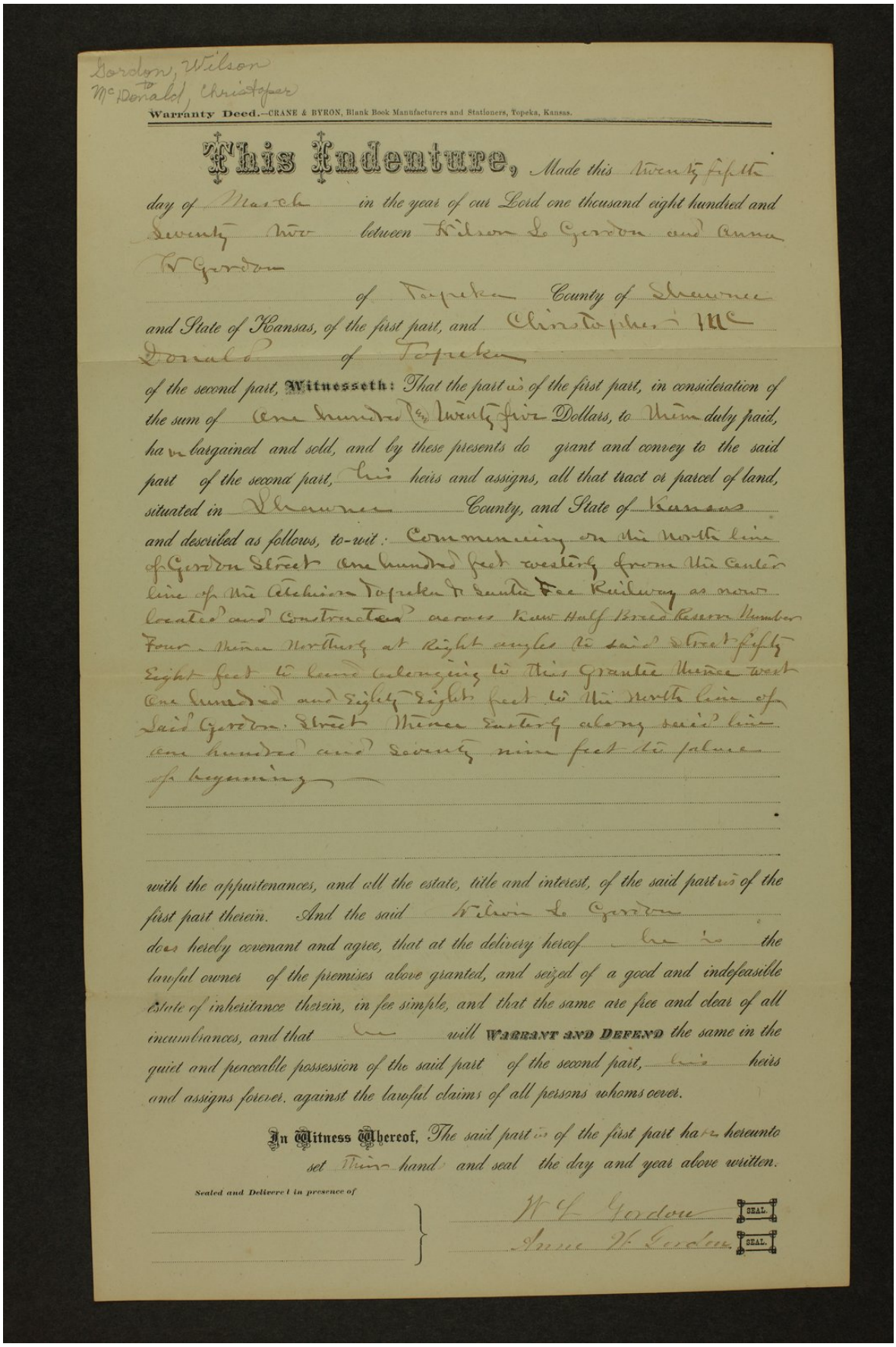
Date: 1855-1899

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

KSHS Identifier: DaRT ID: 228711

Item Identifier: 228711

www.kansasmemory.org/item/228711



Gordon, Wilson
to
McDonald, Christopher

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 nine between Wilson L Gordon and Anna V Gordon of Topeka County of Shawnee and State of Kansas, of the first part, and Christopher H McDonald of Topeka of the second part, **Witnesseth:** That the part ies of the first part, in consideration of the sum of One hundred & twenty five Dollars, to them duly paid, ha ve bargained and sold, and by these presents do grant and convey to the said part 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 One hundred feet westerly from the Center line of the Atchison Topeka & Santa Fee Railway as now located and Constructed across Lot Half Block Fifteen Number Four thence Northerly at Right angles to said Street fifty Eight feet to lands belonging to this Grantee thence west One hundred and Eighty Eight feet to the North line of said Gordon Street thence Easterly along said line one hundred and seventy nine feet to place of beginning

with the appurtenances, and all the estate, title and interest, of the said part ies 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 part of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

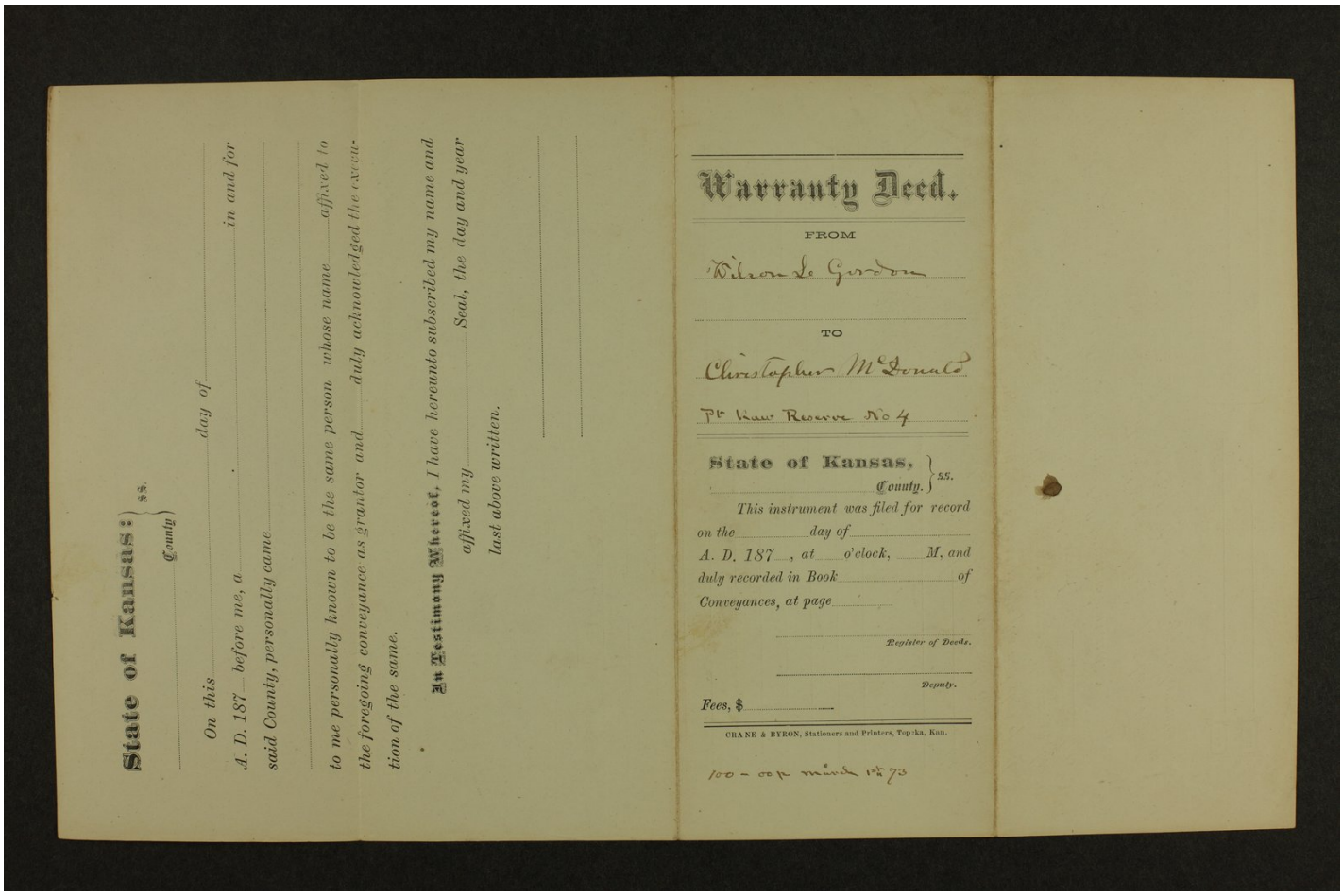
In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year above written.

Sealed and Delivered in presence of

W L Gordon SEAL.

Anna V Gordon SEAL.

James Barnes Whitaker legal documents



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.

Warranty Deed.

FROM

Wilson Le Gordon

TO

Christopher McDonald

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.

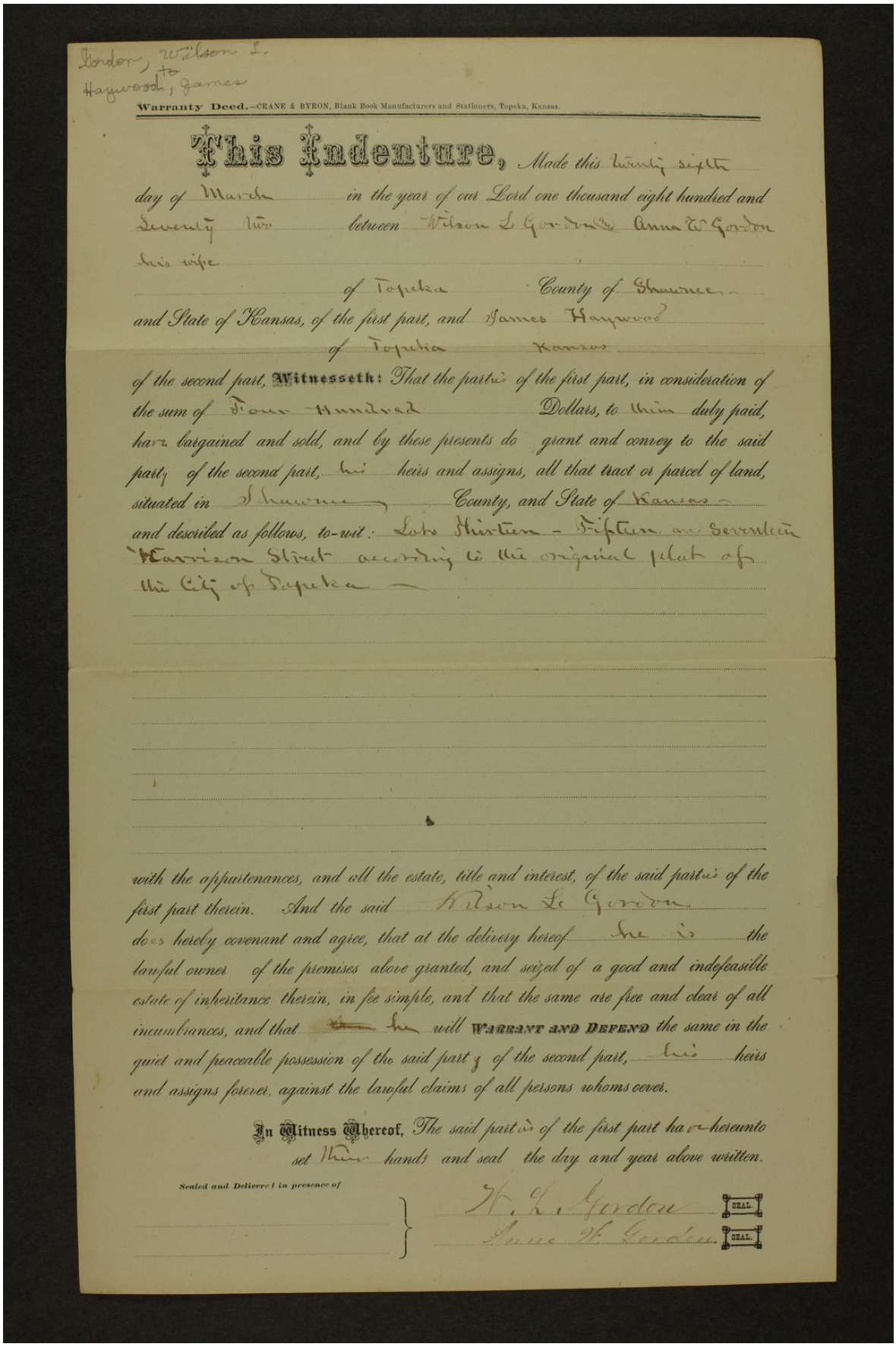
Deputy.

Fees, $ ____

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

100 - corp mind 1873

James Barnes Whitaker legal documents



Gordon, Wilson L.
to
Haywood, James

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

This Indenture, Made this twenty eighth day of March in the year of our Lord one thousand eight hundred and Seventy two between Wilson L Gordon & Anna W Gordon his wife of Topeka County of Shawnee and State of Kansas, of the first part, and James Haywood of Topeka Kansas of the second part, **Witnesseth:** That the parties of the first part, in consideration of the sum of Four Hundred 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: Lots Thirteen - Fifteen and Seventeen Harrison Street according to the original plat of the City of Topeka —

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.

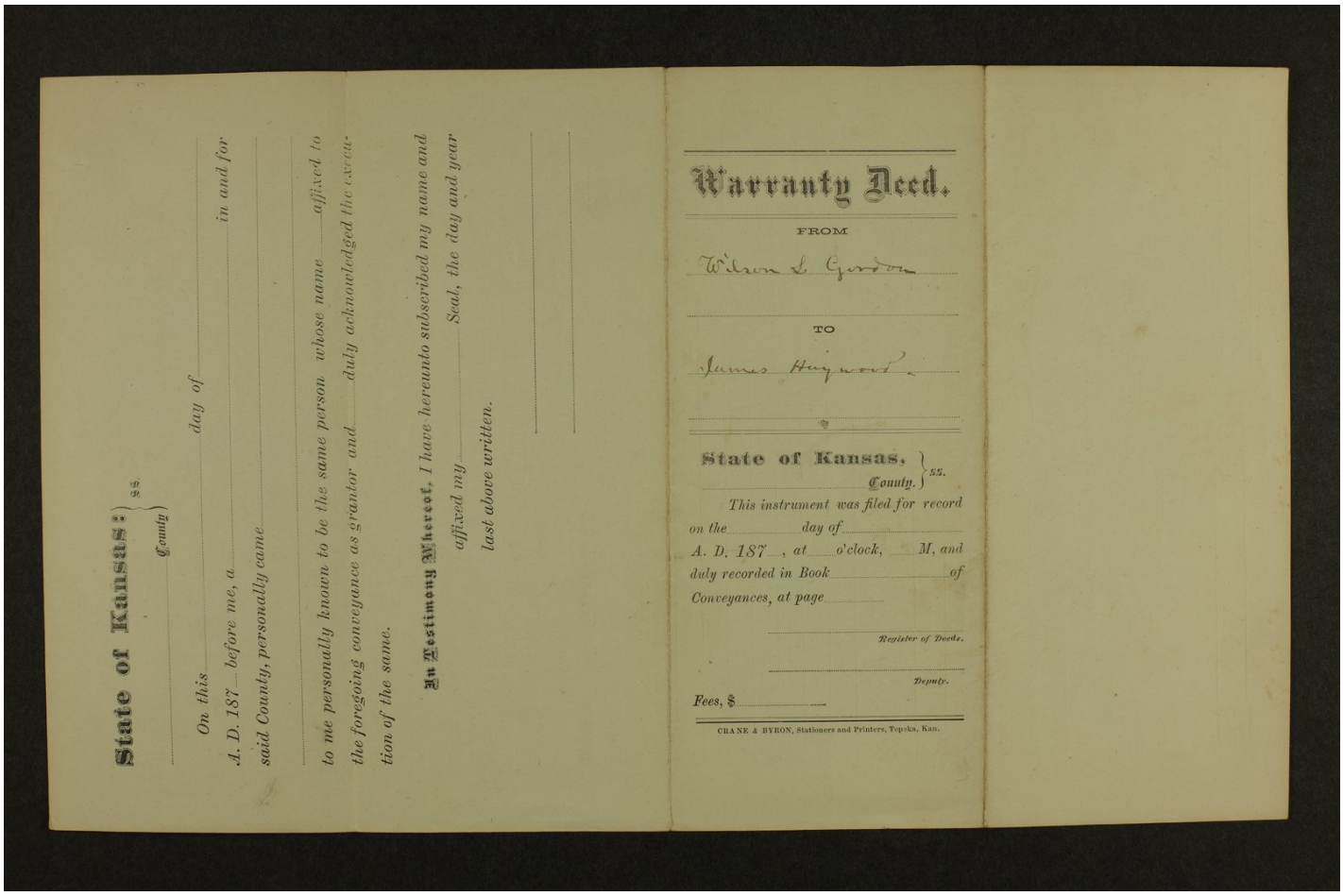
In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year above written.

Sealed and Delivered in presence of

W. L. Gordon SEAL.

Anna W. Gordon SEAL.

James Barnes Whitaker legal documents



Warranty Deed.

FROM

Wilson L. Gordon

TO

James Haywood

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, $

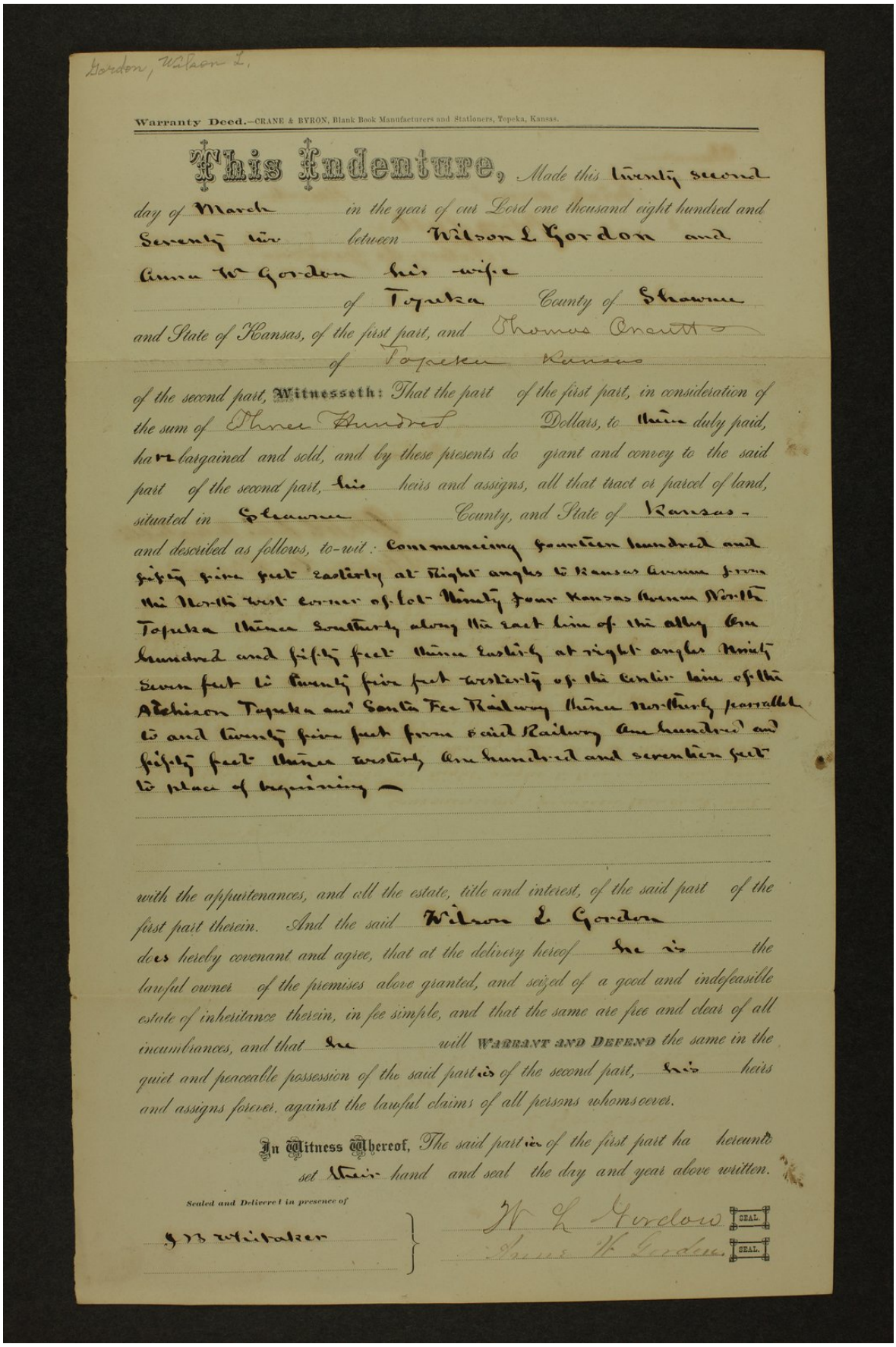
CRANE & BYRON, Stationers and Printers, Topeka, Kan.

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.



Gordon, Wilson L.

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

This Indenture, Made this twenty second day of March in the year of our Lord one thousand eight hundred and Seventy six between Wilson L Gordon and Anna W Gordon his wife of Topeka County of Shawnee and State of Kansas, of the first part, and Thomas Arnett of Topeka Kansas of the second part, **Witnesseth:** That the part of the first part, in consideration of the sum of Three Hundred Dollars, to them duly paid, ha ve bargained and sold, and by these presents do grant and convey to the said part 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 fourteen hundred and fifty three feet easterly at right angles to Kansas Avenue from the North west corner of lot Ninety four Kansas Avenue North Topeka thence Southerly along the east line of the alley One hundred and fifty feet thence Easterly at right angles Ninety Seven feet to twenty four feet westerly of the Center line of the Atchison Topeka and Santa Fee Railway thence Northerly parrallel to and twenty four feet from said Railway One hundred and fifty feet thence westerly One hundred and seventeen feet to place of beginning —

with the appurtenances, and all the estate, title and interest, of the said part 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 parties of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

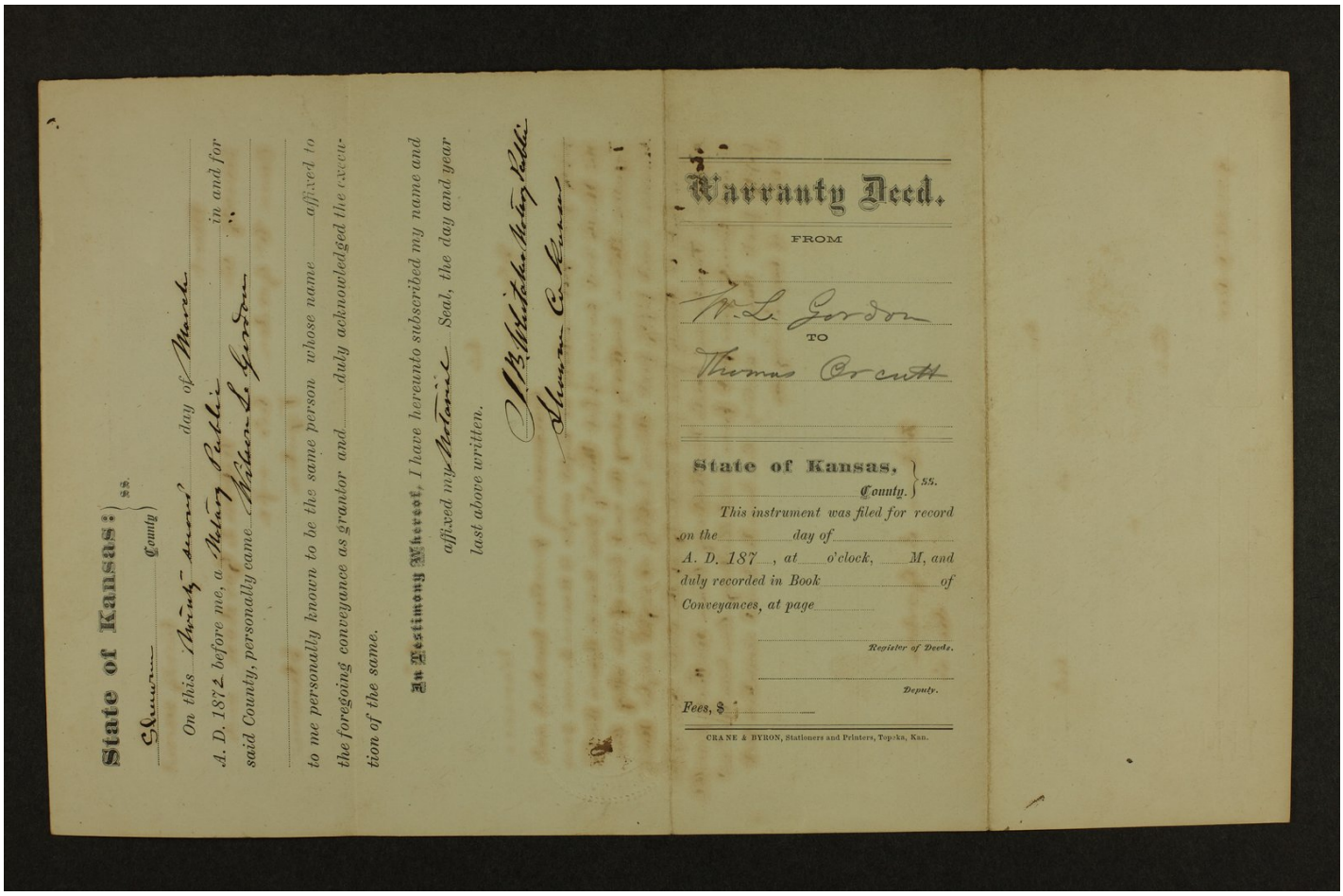
Sealed and Delivered in presence of

J B Whitaker

W L Gordon SEAL.

Anna W Gordon SEAL.

James Barnes Whitaker legal documents



Warranty Deed.

FROM

W. L. Gordon

TO

Thomas Orcutt

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, $

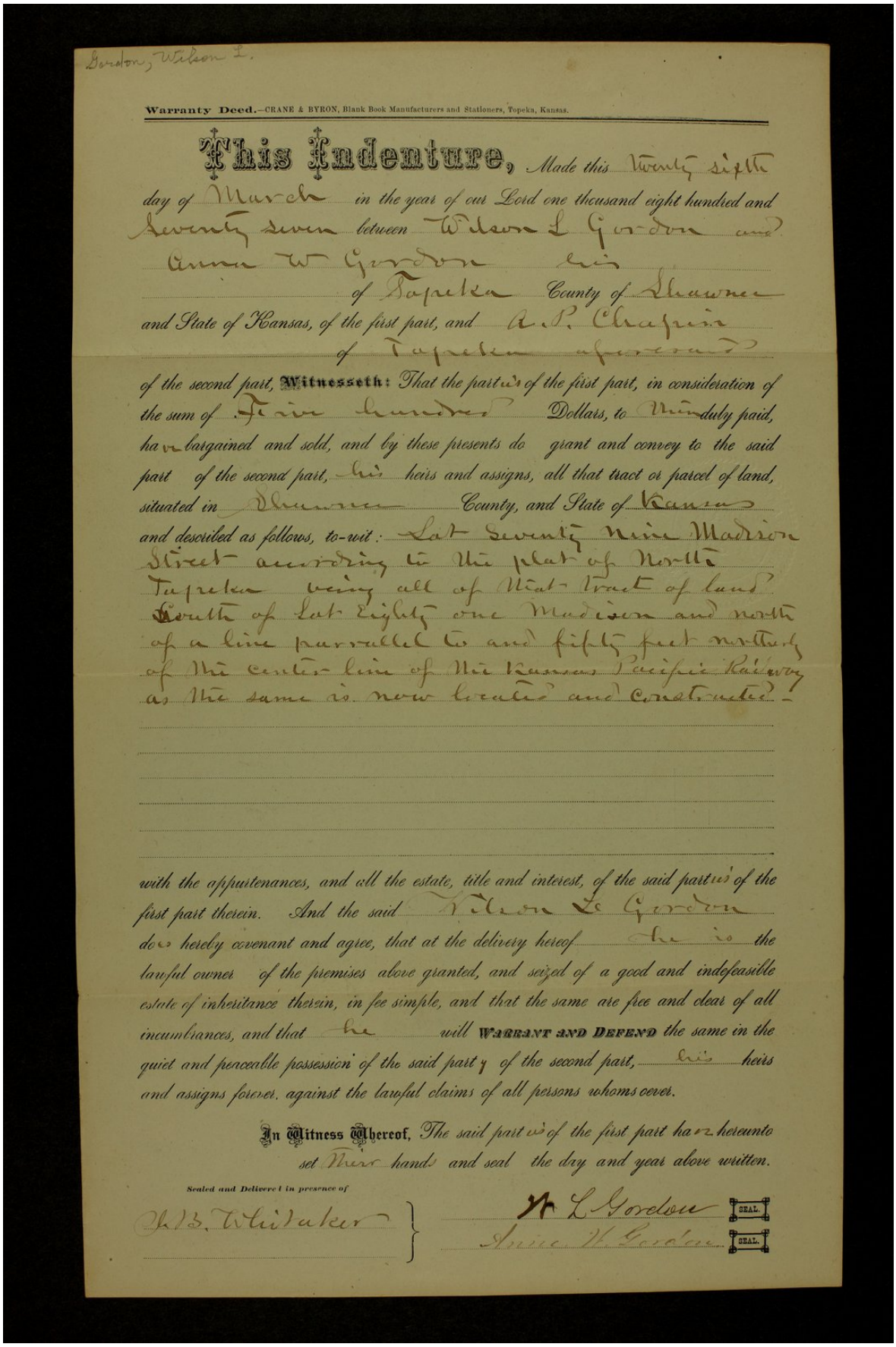
CRANE & BYRON, Stationers and Printers, Topeka, Kan.

State of Kansas: } ss.
County.

On this day of
A. D. 1872 before me, a 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.



Gordon, Wilson L.

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

This Indenture, Made this Twenty sixth day of March in the year of our Lord one thousand eight hundred and Seventy seven between Wilson L Gordon and Anna W Gordon his of Topeka County of Shawnee and State of Kansas, of the first part, and A. S. Chapin of Topeka aforesaid of the second part, **Witnesseth:** That the parties of the first part, in consideration of the sum of Five hundred Dollars, to Him duly paid, have bargained and sold, and by these presents do grant and convey to the said part 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: Lot Seventy Nine Madison Street according to the plat of North Topeka being all of that tract of land South of Lot Eighty one Madison and north of a line parallel to and fifty feet northerly of the center line of the Kansas Pacific Railway as the same is now located and constructed.

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 parties of the first part have hereunto set their hands and seal the day and year above written.

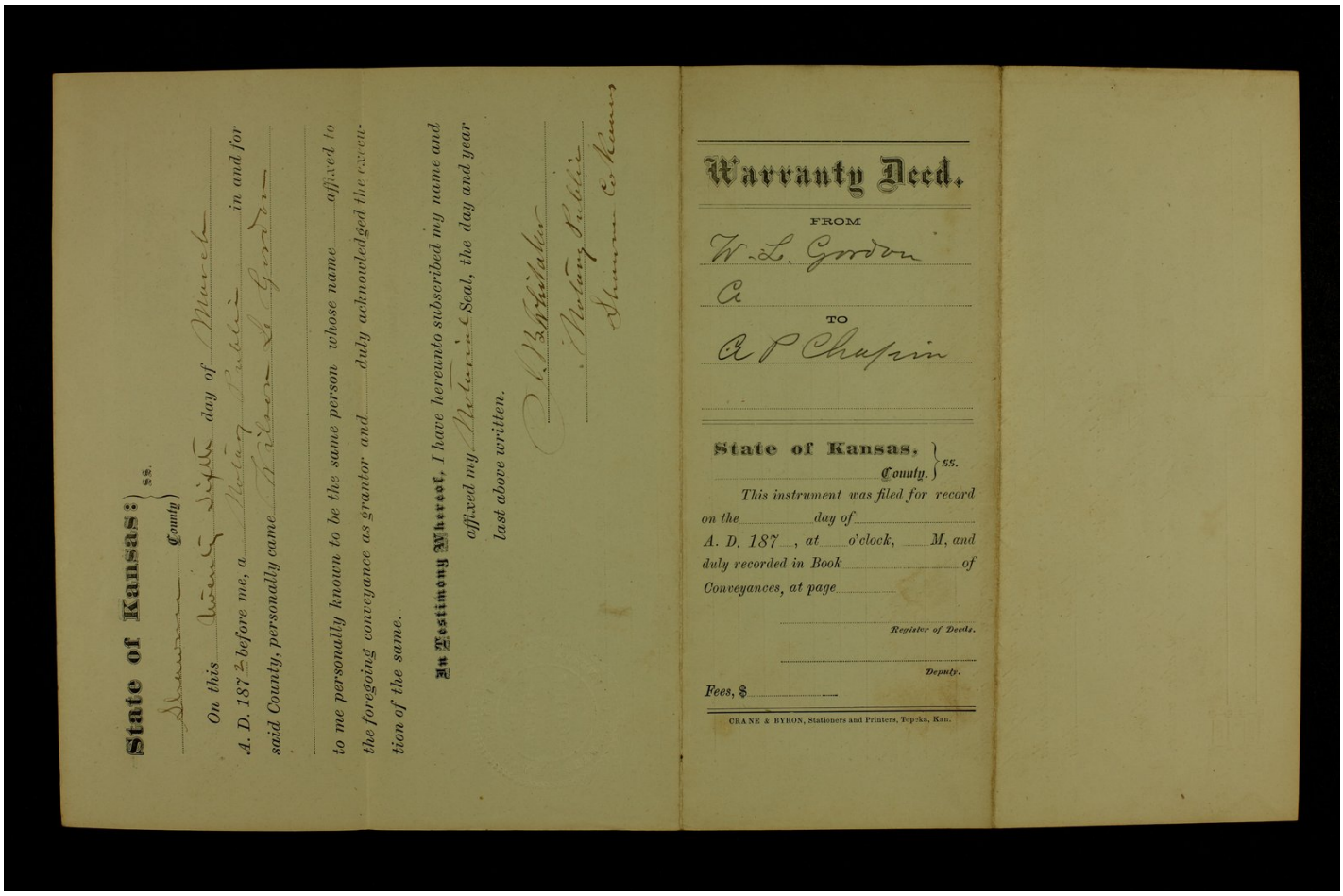
Sealed and Delivered in presence of

J. B. Whitaker

Wilson L Gordon SEAL.

Anna W Gordon SEAL.

James Barnes Whitaker legal documents



State of Kansas: } ss.
Shawnee County }

On this 3rd day of March A. D. 187 2 before me, a Notary Public in and for said County, personally came A. Gordon & Wife

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 Notarial Seal, the day and year last above written.

C. W. Whitaker
Notary Public
Shawnee Co. Kans.

Warranty Deed.

FROM

W. L. Gordon

&

TO

A P Chapin

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

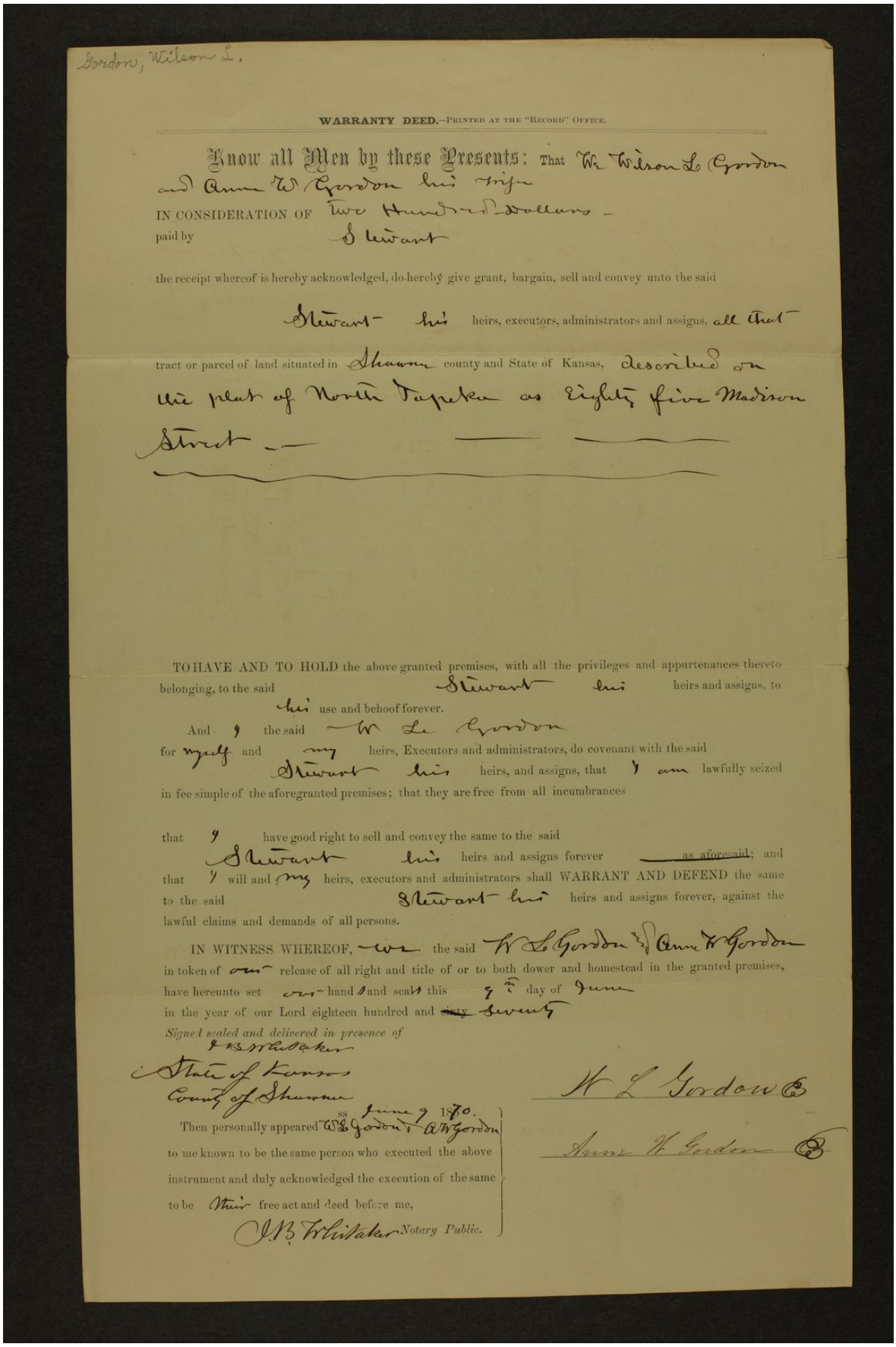
Register of Deeds.

Deputy.

Fees, $

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

James Barnes Whitaker legal documents



Gordon, Wilson L.

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

Know all Men by these Presents: That We Wilson Le Gordon and Anne W Gordon his wife

IN CONSIDERATION OF Two Hundred Dollars —

paid by Stewart

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

Stewart his heirs, executors, administrators and assigns, all that

tract or parcel of land situated in Shawnee county and State of Kansas, described on

the plat of North Topeka as Eighty five Madison

Street — — —

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances thereto belonging, to the said Stewart his heirs and assigns, to

his use and behoof forever.

And I the said W Le Gordon

for myself and my heirs, Executors and administrators, do covenant with the said

Stewart 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

Stewart 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 Stewart his heirs and assigns forever, against the

lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said W Le Gordon & 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 7 th day of June

in the year of our Lord eighteen hundred and ~~sixty~~ seventy

Signed sealed and delivered in presence of

J B Whitaker

W L Gordon (S)

Anne W Gordon (S)

State of Kansas
County of Shawnee ss June 7 1870.

Then personally appeared W L Gordon & A W Gordon

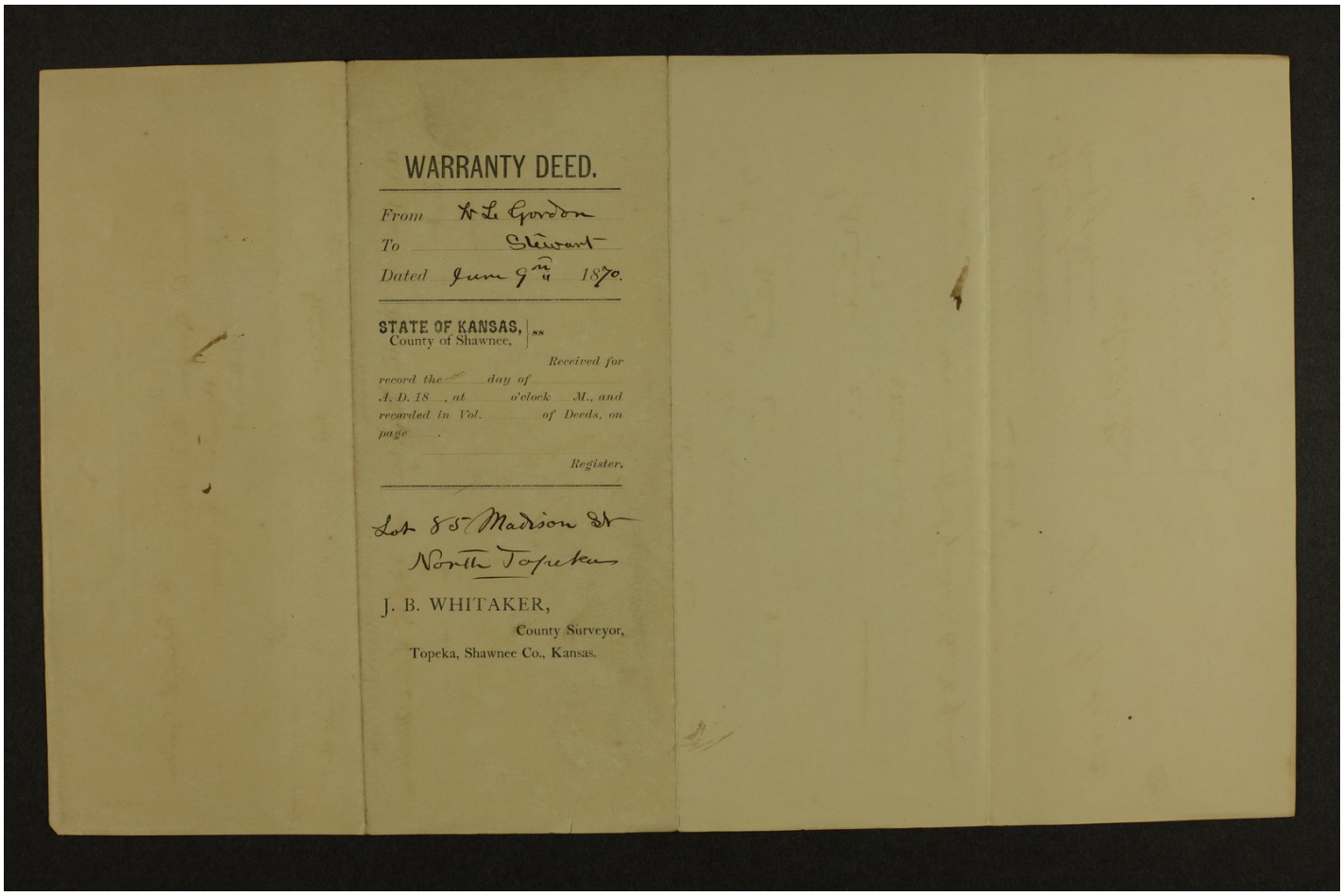
to me known to be the same person who executed the above

instrument and duly acknowledged the execution of the same

to be their free act and deed before me,

J B Whitaker *Notary Public.*

James Barnes Whitaker legal documents



WARRANTY DEED.

From L. L. Gordon

To Stewart

Dated June 9th 1870.

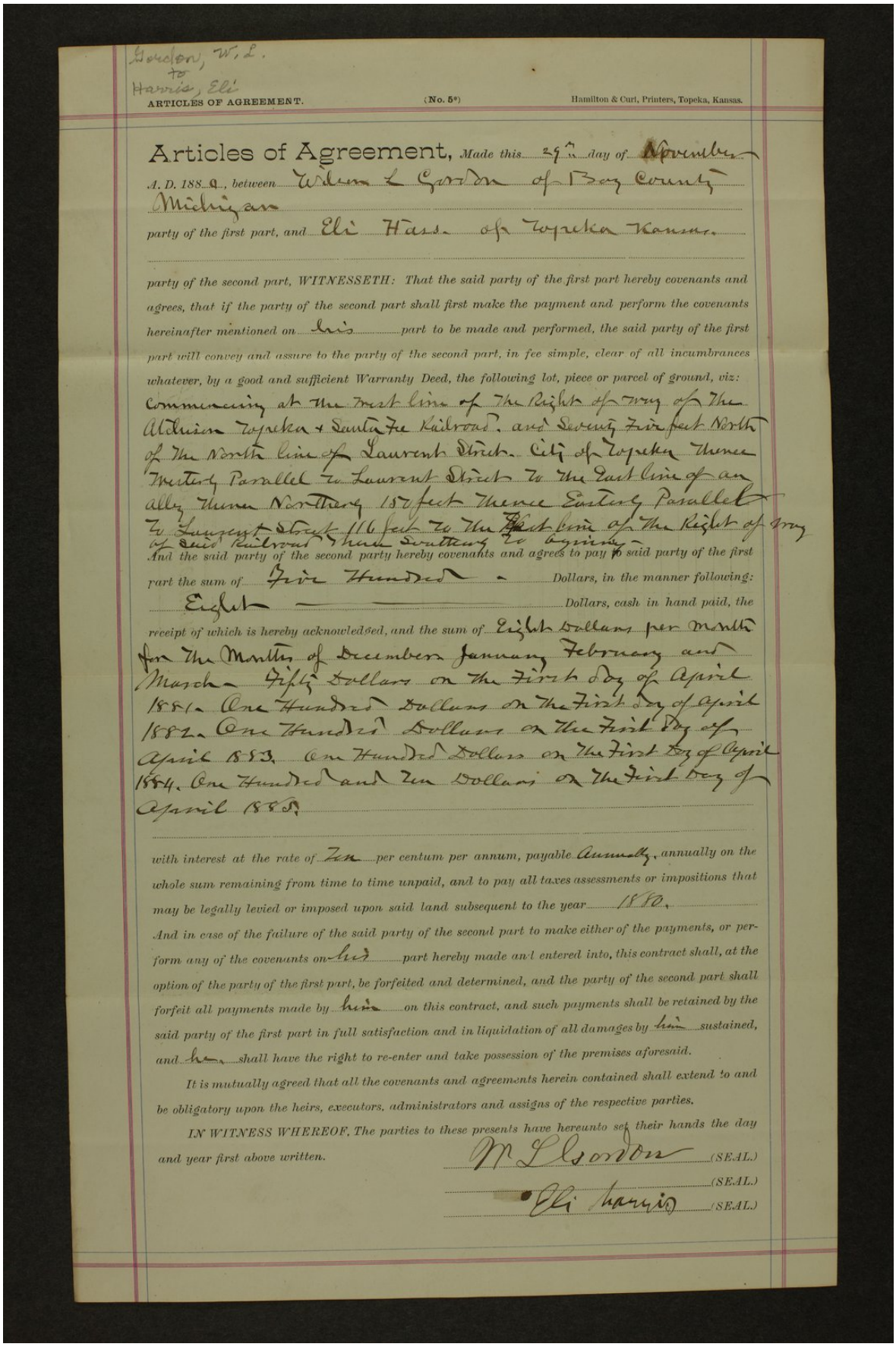
STATE OF KANSAS, } ss
County of Shawnee, }

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

Register.

Lot 857 Madison St
North Topeka

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



Gordon, W. L.
to
Harris, Eli

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

Articles of Agreement, Made this 29th day of November A. D. 188 0, between Wilson L Gordon of Bay County Michigan party of the first part, and Eli Hass. of Topeka Kansas. 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 at the West line of the Right of way of the Atchison Topeka & Santa Fe Railroad. and Seventy Five feet North of the North line of Laurent Street. City of Topeka thence Westerly Parallel to Laurent Street to the East line of an alley thence Northerly 182 feet thence Easterly Parallel to Laurent Street 116 feet to the West line of the Right of way of said Railroad thence Southerly 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 Five Hundred - Dollars, in the manner following: Eight — Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and the sum of Eight Dollars per month for the Months of December January February and March - Fifty Dollars on the First day of April 1881. One Hundred Dollars on the First day of April 1882. One Hundred Dollars on the First day of April 883. One Hundred Dollars on the First day of April 1884. One Hundred and Ten Dollars on the First day of April 1885.

with interest at the rate of Ten per centum per annum, payable Annually, 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 1880.

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.

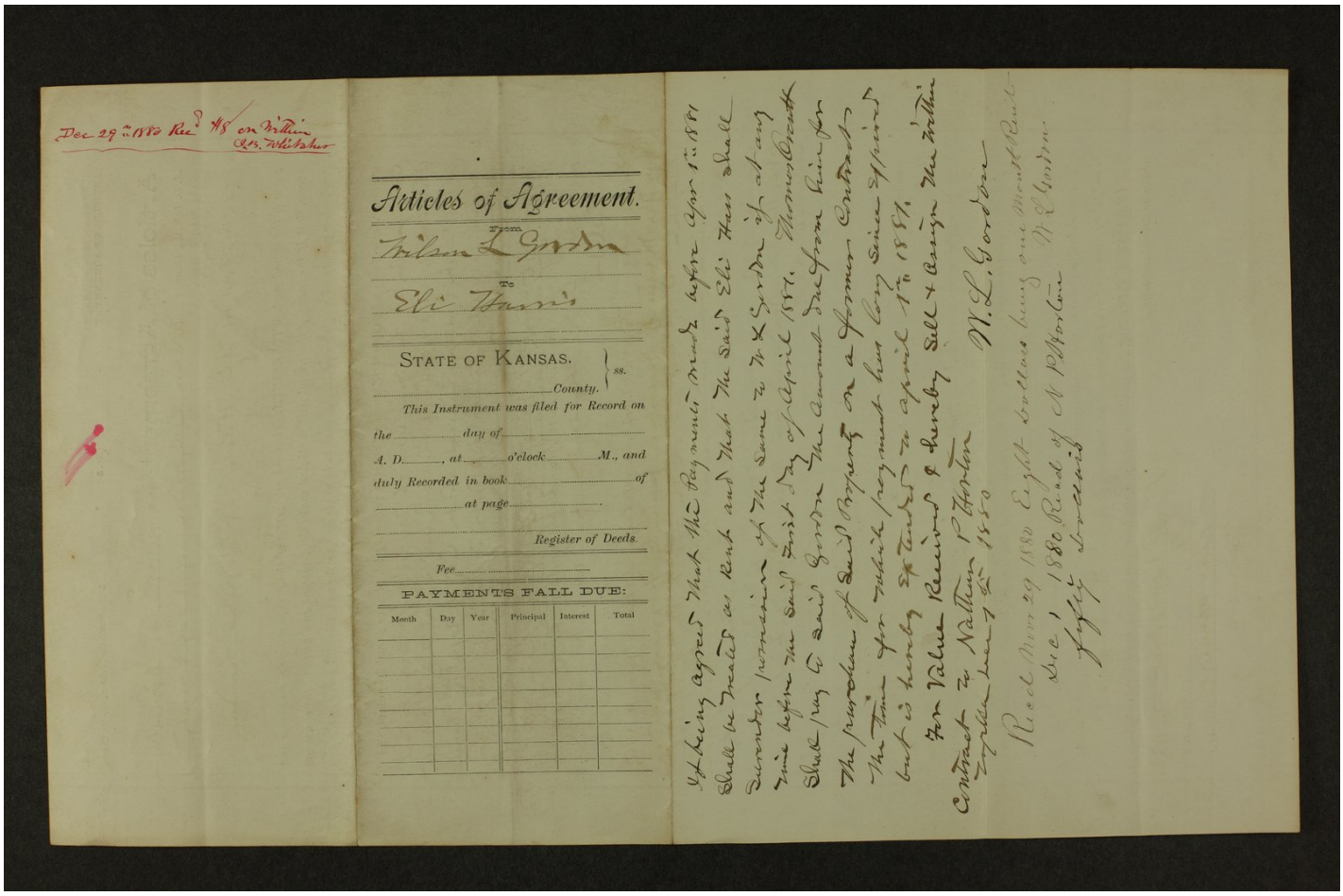
IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the day and year first above written.

W L Gordon (SEAL.)

(SEAL.)

Eli Harris (SEAL.)

James Barnes Whitaker legal documents



Articles of Agreement.

From
Wilson L. Gordon

To
Eli Harris

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:

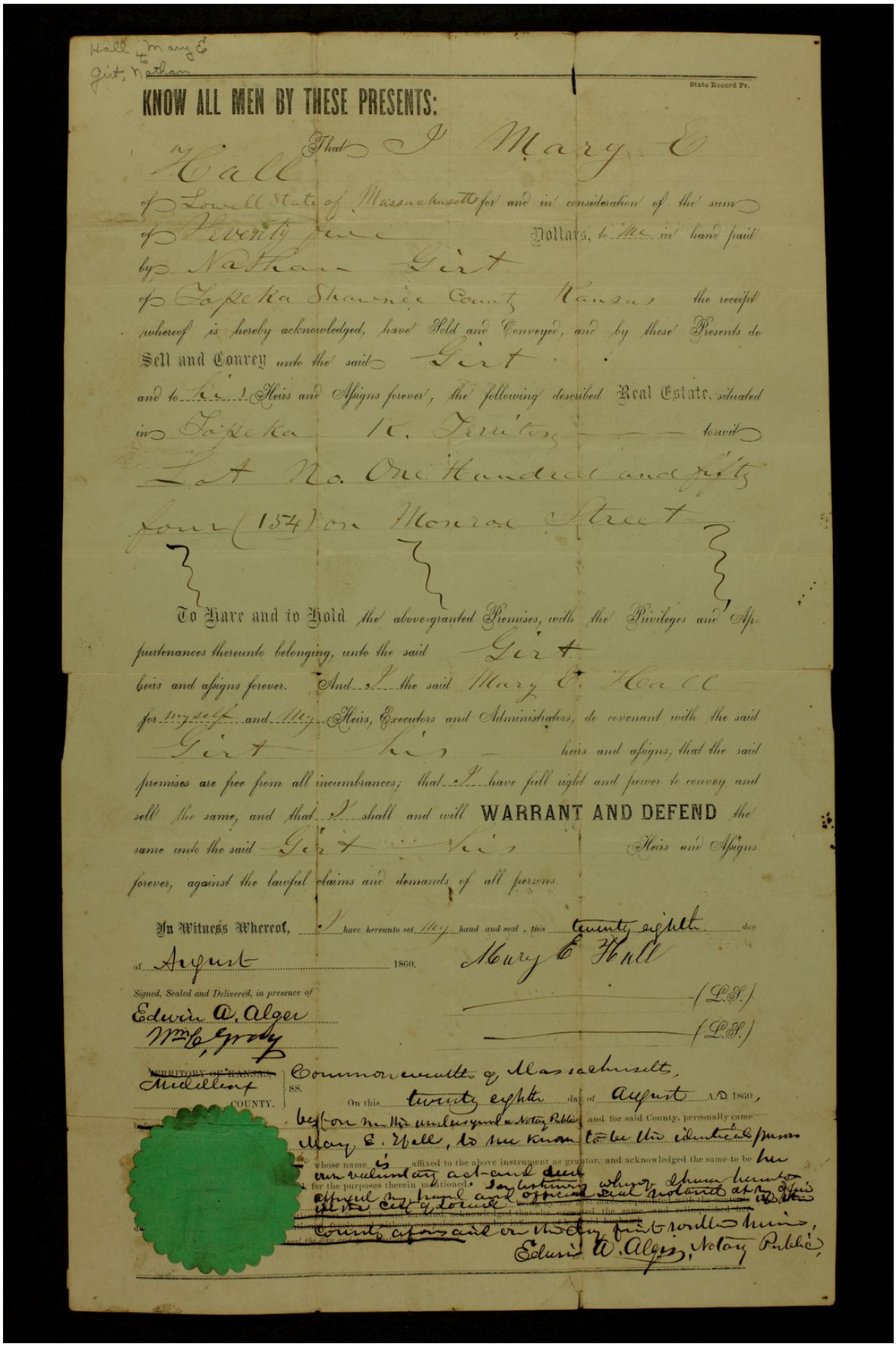
Month	Day	Year	Principal	Interest	Total

Dec 29th 1880 Rec'd #8 on Written Agt. Whitaker

Articles of Agreement Made and Entered into this 1st day of April A.D. 1880 by and between Wilson L. Gordon party of the first part and Eli Harris party of the second part Witnesseth That the said party of the first part for and in consideration of the payments hereinafter mentioned to be made by the said party of the second part hereby agrees to sell and convey by deed of General Warranty to the said party of the second part the following described real estate situated in the County of Shawnee and State of Kansas to wit: The North East quarter (N.E. ¼) of Section Number Twenty Six (26) in Township Eleven (11) South of Range Number Seventeen (17) East of the 6th P.M. containing One Hundred and Sixty (160) acres more or less. The said party of the second part hereby agrees to pay to the said party of the first part for the above described premises the sum of Two Thousand Dollars ($2000.00) as follows to wit: Two Hundred Dollars ($200.00) on the first day of October A.D. 1880 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1881 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1882 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1883 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1884 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1885 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1886 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1887 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1888 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1889 and Two Hundred Dollars ($200.00) on the first day of October A.D. 1890 with interest at the rate of Seven per cent per annum from date until paid. Said party of the second part hereby agrees to pay taxes on said premises after the year 1880 and that the said Eli Harris shall have the right to rent said premises for the year 1880 and that the said party of the first part hereby agrees to make and execute a good and sufficient deed of General Warranty to the said party of the second part for the above described premises when the payments shall be made as above specified. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

Executed in Presence of
W. L. Gordon
Reed. Nov 29 1880 Eight dollars being one month Rent
Due 1 1880 Rec'd of A Wilson Co
W. L. Gordon
Agt

James Barnes Whitaker legal documents



Hall Mary E
to
Girt, Nathan

State Record Fr.

KNOW ALL MEN BY THESE PRESENTS:

That I Mary E Hall of Lowell State of Massachusetts for and in consideration of the sum of Twenty five Dollars, to me in hand paid by Nathan Girt of Topeka Shawnee County Kansas the receipt whereof is hereby acknowledged, have Sold and Conveyed, and by these Presents do Sell and Convey unto the said Girt and to his Heirs and Assigns forever, the following described Real Estate, situated in Topeka K. Territory, to-wit Lot No One Hundred and fifty four (154) on Monroe Street

To Have and to Hold the above-granted Premises, with the Privileges and Appurtenances thereunto belonging, unto the said Girt heirs and assigns forever. And I the said Mary E. Hall for myself and My Heirs, Executors and Administrators, do covenant with the said Girt his heirs and assigns, that the said premises are free from all incumbrances; that I have full right and power to convey and sell the same, and that I shall and will WARRANT AND DEFEND the same unto the said Girt his Heirs and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I have hereunto set My hand and seal, this twenty eighth day of August 1860. Mary E Hall (L.S.)

Signed, Sealed and Delivered, in presence of
Edwin A. Alger
Wm B. Grady

(L.S.)

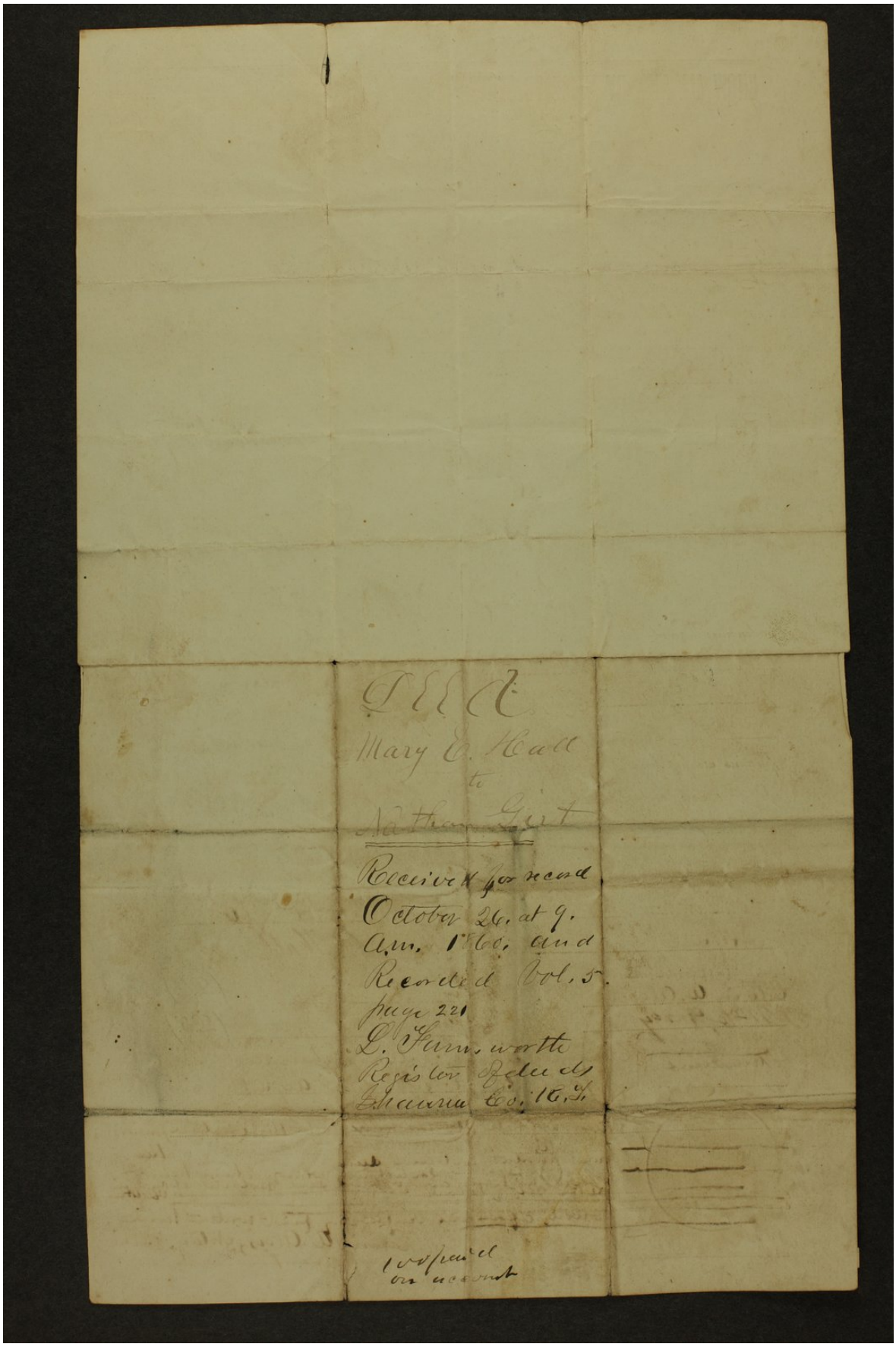
TERRITORY OF KANSAS, Middlesex COUNTY. ss.

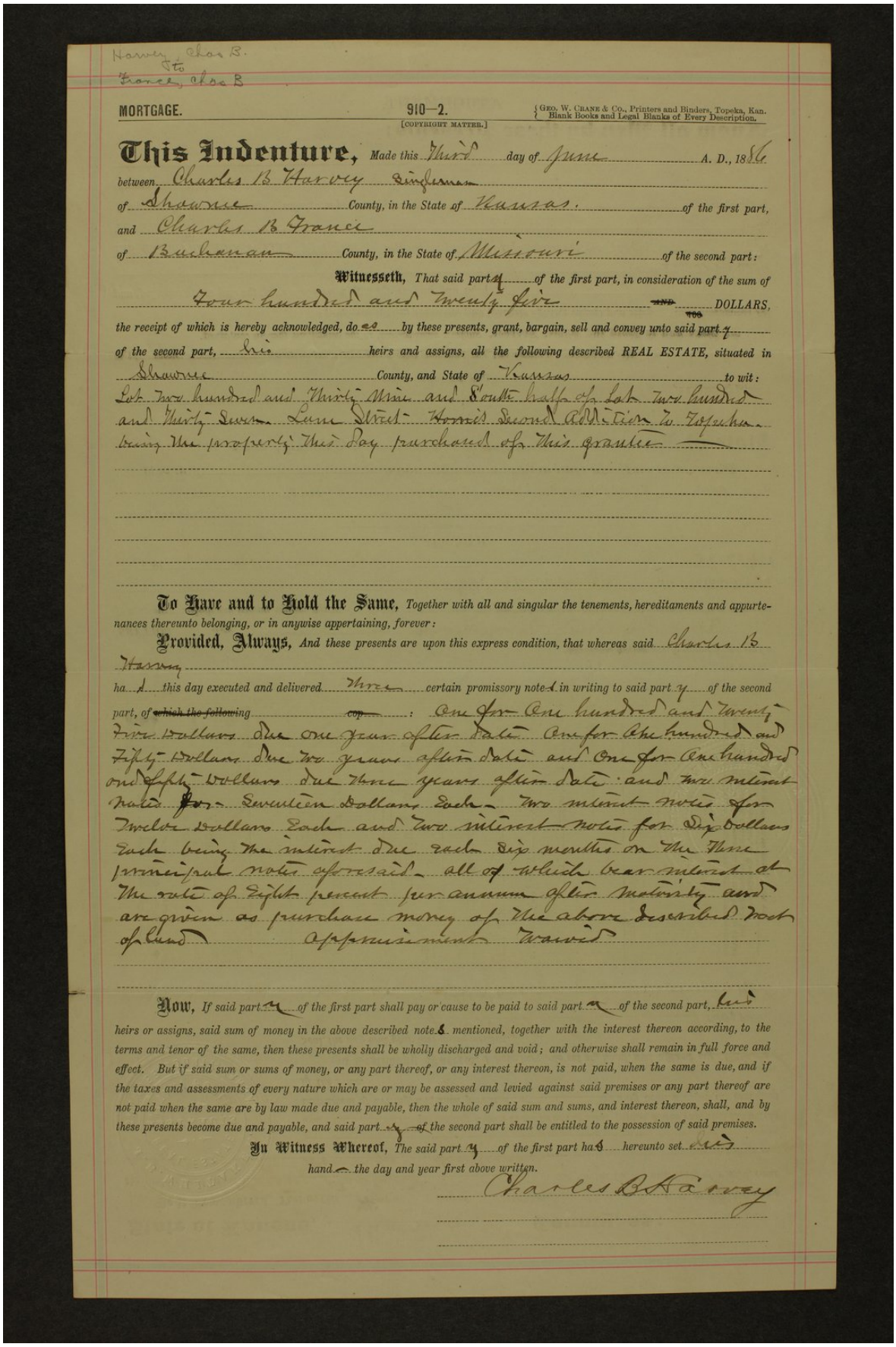
Commonwealth of Massachusetts,

On this twenty eighth day of August A.D. 1860, before me the undersigned a Notary Public and for said County, personally came Mary E. Hall, 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. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in the City of Lowell in the County aforesaid the day and year last above written.

Edwin A. Alger, Notary Public

James Barnes Whitaker legal documents





Harvey, Chas B.
to
France, Chas B

MORTGAGE. 910—2. [COPYRIGHT MATTER.] GEO. W. CRANE & CO., Printers and Binders, Topeka, Kan. Blank Books and Legal Blanks of Every Description.

This Indenture, Made this Third day of June A. D., 1886 between Charles B Harvey Singleman of Shawnee County, in the State of Kansas, of the first part, and Charles B France of Buchanan County, in the State of Missouri of the second part:

Witnesseth, That said party of the first part, in consideration of the sum of Four hundred and Twenty five ~~AND~~ TOO DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Shawnee County, and State of Kansas to wit: Lot two hundred and Thirty Nine and South half of Lot two hundred and Thirty Seven Lum Street Topeka Second Addition to Topeka being the property this day purchased of this grantee

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

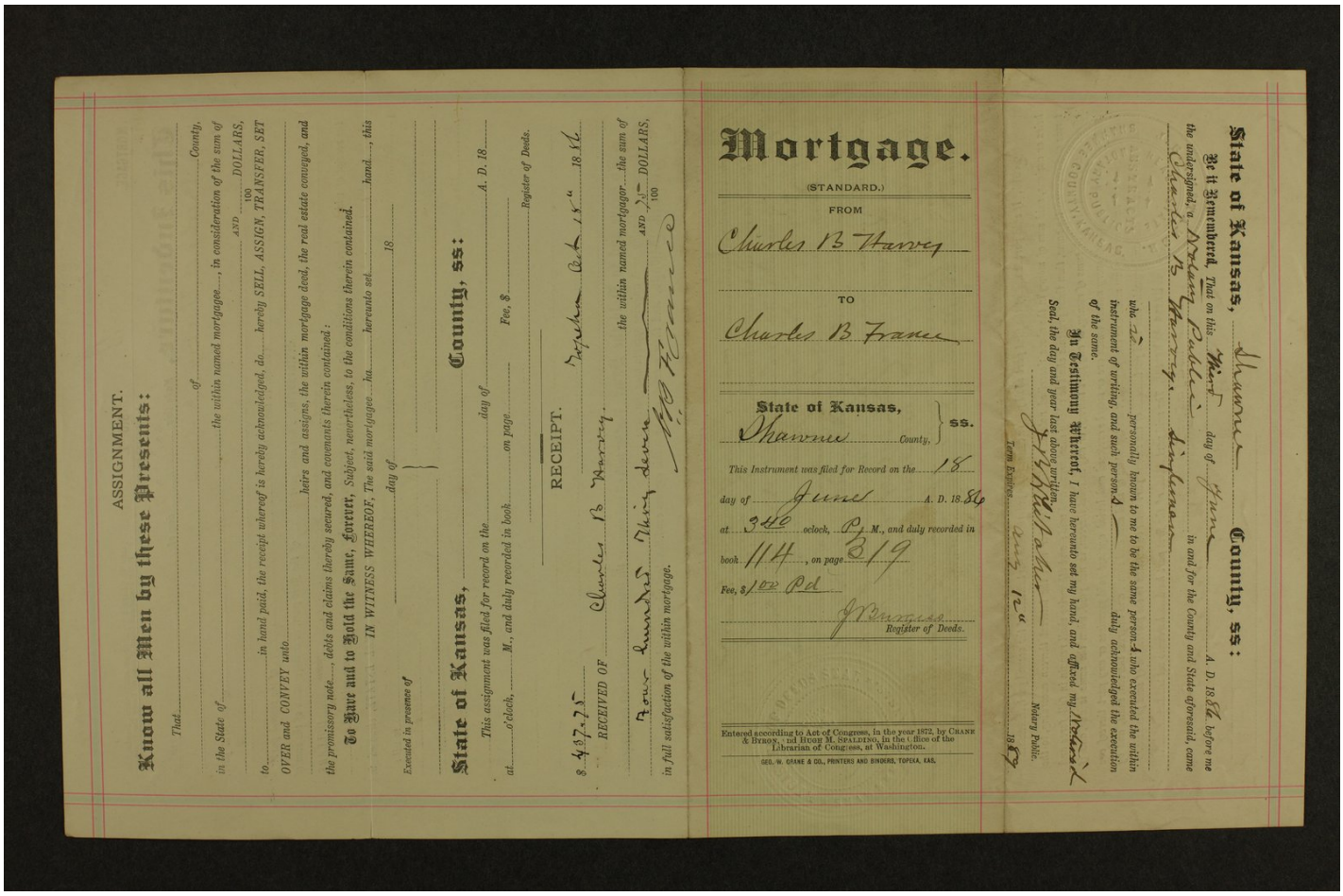
Provided, Always, And these presents are upon this express condition, that whereas said Charles B Harvey has this day executed and delivered Three certain promissory notes in writing to said party of the second part, of ~~which the following~~ copy: One for One hundred and Twenty Five Dollars due one year after date One for One hundred and Fifty Dollars due two years after date and One for One hundred and Fifty Dollars due three years after date: and two interest notes for Seventeen Dollars Each Two interest notes for Twelve Dollars Each and Two interest notes for Six Dollars Each being the interest due each six months on the three principal notes aforesaid all of which bear interest at the rate of Eight percent per annum after Maturity and are given as purchase money of the above described tract of land Appurtenances Waived

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

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Charles B Harvey

James Barnes Whitaker legal documents



State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 1st day of June A. D. 18 86, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Charles B. Harvey

who is 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 Notarial Seal, the day and year last above written.

J. H. Whitaker

Notary Public.

Term Expires June 12th 1889

Mortgage.

(STANDARD.)

FROM

Charles B. Harvey

TO

Charles B. Francis

State of Kansas, Shawnee County, } ss.

This Instrument was filed for Record on the 18 day of June A. D. 18 86 at 3:40 o'clock, P. M., and duly recorded in book 114, on page 219

Fee, $1.00 Pd

J. Burgess Register of Deeds.

Entered according to Act of Congress, in the year 1872, by CRANE & BYRON, and HENRY M. SPALDING, in the Office of the Librarian of Congress, at Washington.

GEO. W. CRANE & CO., PRINTERS AND BINDERS, TOPEKA, KAS.

ASSIGNMENT.

Know all Men by these Presents:

That ..... County,

of ..... in the State of ..... the within named mortgagee ..... in consideration of the sum of ..... AND 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, $ .....

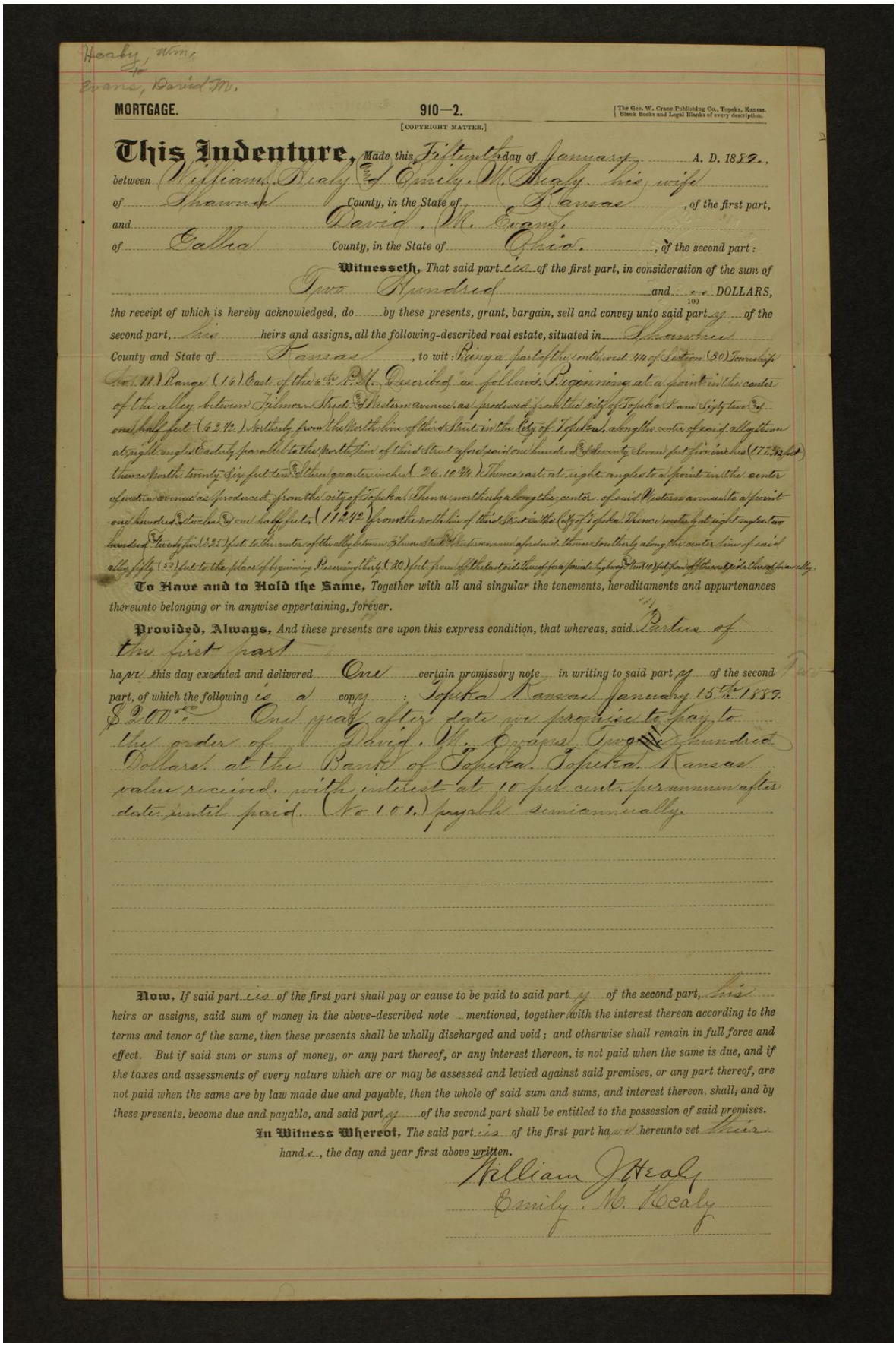
Register of Deeds.

RECEIPT.

$ 447.25 Topeka Oct 15th 1886

RECEIVED OF Charles B. Harvey the within named mortgagor the sum of Four hundred Forty seven and 25/100 DOLLARS, in full satisfaction of the within mortgage.

Chas. B. Francis



Healy, Wm.
to
Evans, David M.

MORTGAGE. 910—2. {The Geo. W. Crane Publishing Co., Topeka, Kansas. Blank Books and Legal Blanks of every description.

[COPYRIGHT MATTER.]

This Indenture, Made this Fifteenth day of January A. D. 1887., between William J. Healy & Emily M. Healy his wife of Shawnee County, in the State of Kansas, of the first part, and David M. Evans, of Salem County, in the State of Ohio, of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Two Hundred and 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following-described real estate, situated in Shawnee County and State of Kansas, to wit: Being a part of the south west ¼ of Section (30) Township (11) South Range (16) East of the 6th P. M. Described as follows. Beginning at a point in the center of the alley between Fillmore Street & Western avenue, as produced from the city of Topeka Kansas Sixty two & one half feet (62½) Northerly from the North line of Third Street in the City of Topeka, & along the center of said alley running at right angles Easterly parallel to the North line of Third Street as produced one hundred & seventy seven feet five inches (177 5/12 ft) Thence South twenty six feet two & three quarter inches (26.2 3/4) Thence east at right angles to a point in the center of Western avenue as produced from the city of Topeka, Thence northerly along the center of said Western avenue to a point one hundred & twelve & one half feet. (112½) from the north line of Third Street in the City of Topeka Thence west at right angles two hundred & twenty five (225) feet to the center of the alley between Fillmore Street & Western avenue aforesaid, Thence Southerly along the center line of said alley fifty (50) feet to the place of beginning. Reserving thirty (30) feet from off the East side thereof for a public highway. Also reserving 33 feet from off the North side thereof for a public

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

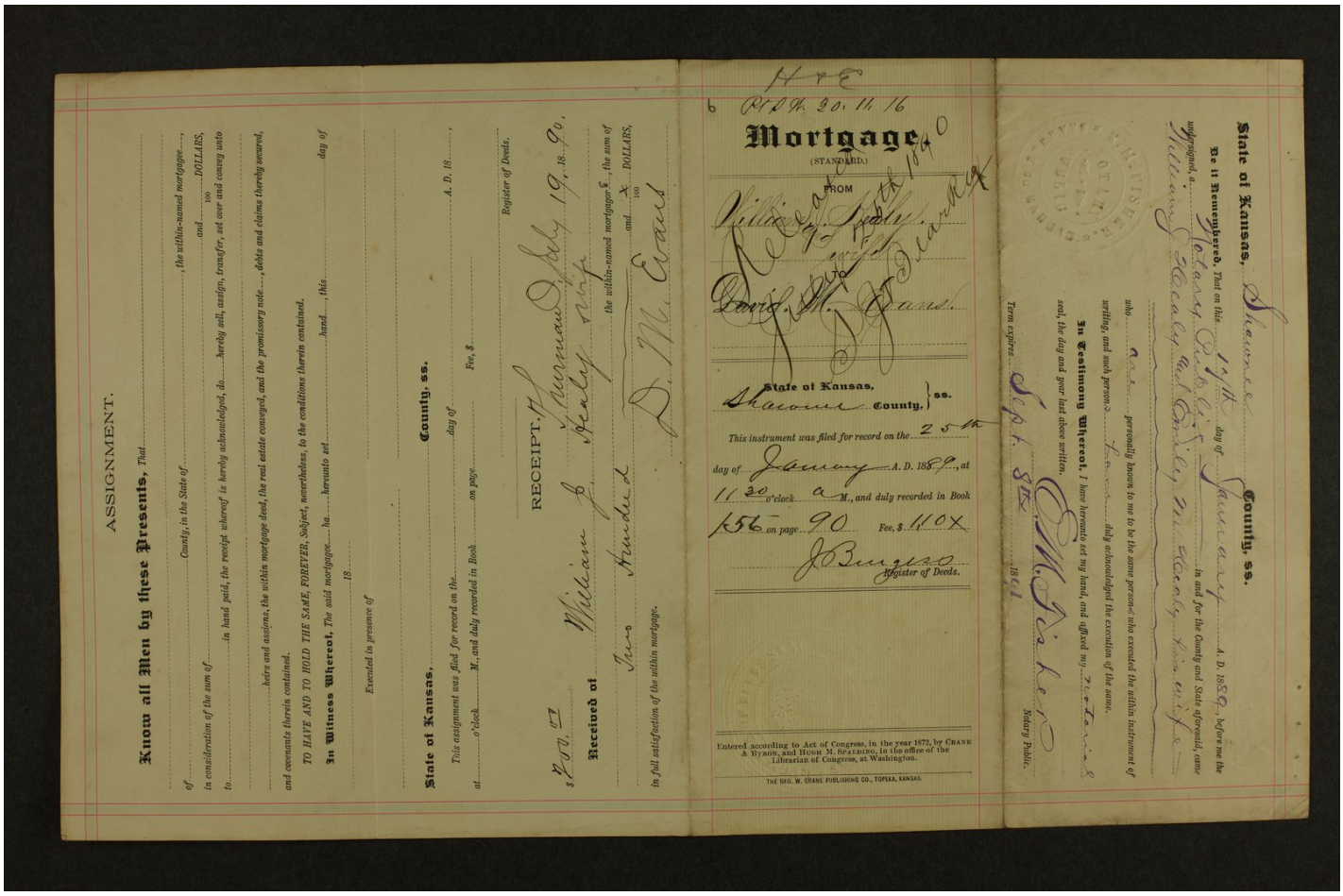
Provided, Always, And these presents are upon this express condition, that whereas, said Parties of the first part have this day executed and delivered One certain promissory note in writing to said party of the second part, of which the following is a copy: Topeka Kansas January 15th 1887. $200.00 One year after date we promise to pay to the order of David M. Evans Two Hundred Dollars at the Bank of Topeka Topeka Kansas value received with interest at 10 per cent. per annum after date until paid. (No 101.) payable semiannually

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his 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 party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

William J. Healy
Emily M. Healy

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 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.

$200.00

RECEIPT.

Received of William J. Healy

the within-named mortgagor $ the sum of and 100 DOLLARS,

in full satisfaction of the within mortgage.

Jas Hunter

D. M. Evans

Rec'd Jan 30 11 16

Mortgage.

(STANDARD.)

FROM

William J. Healy and Sarah E. Healy

TO

David M. Evans

State of Kansas, Shawnee County, ss.

This instrument was filed for record on the 25th day of January A. D. 1890, at 11 20 o'clock a M., and duly recorded in Book 156 on page 90 Fee, $ 1.10

J. O. Burgess Register of Deeds.

Entered according to Act of Congress, in the year 1872, by CRANE & BYRON, and HOWE M. SPAULDING, in the office of the Librarian of Congress, at Washington.

THE GEO. W. CRANE PUBLISHING CO., TOPEKA, KANSAS.

State of Kansas, Shawnee County, ss.

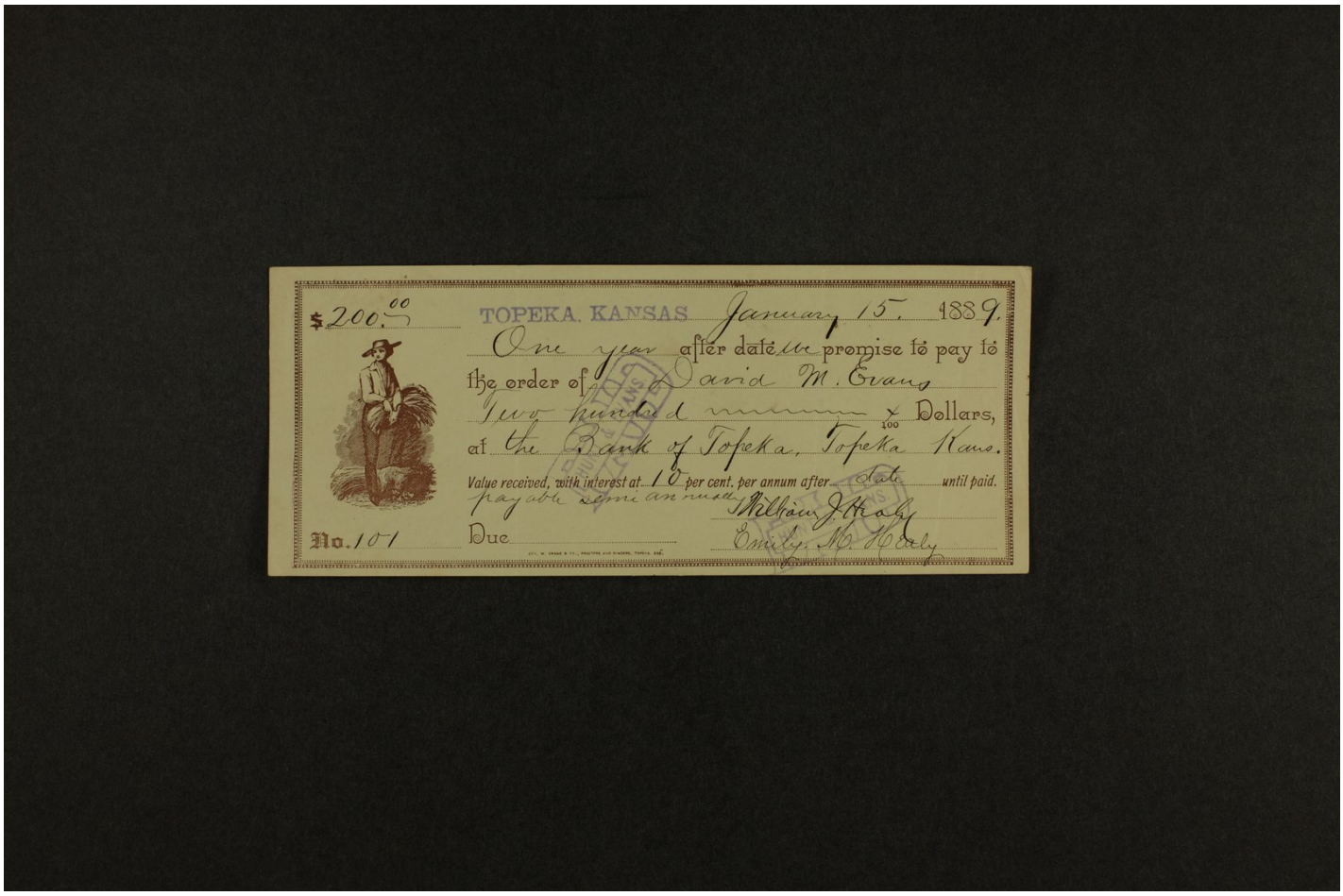
Be it Remembered, That on this 11th day of January A. D. 1890, before me the undersigned, a Notary Public in and for the County and State aforesaid, came William J. Healy and Sarah E. Healy his wife

who are personally known to me to be the same persons 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. O. M. Fisher Notary Public.

Term expires Sept. 8th 1891

James Barnes Whitaker legal documents


$200.00

TOPEKA, KANSAS January 15 1889.

One year after date we promise to pay to the order of David M. Evans Two hundred ——— 100 Dollars, at the Bank of Topeka, Topeka Kans.

Value received, with interest at 10 per cent. per annum after date until paid. payable semi an nual

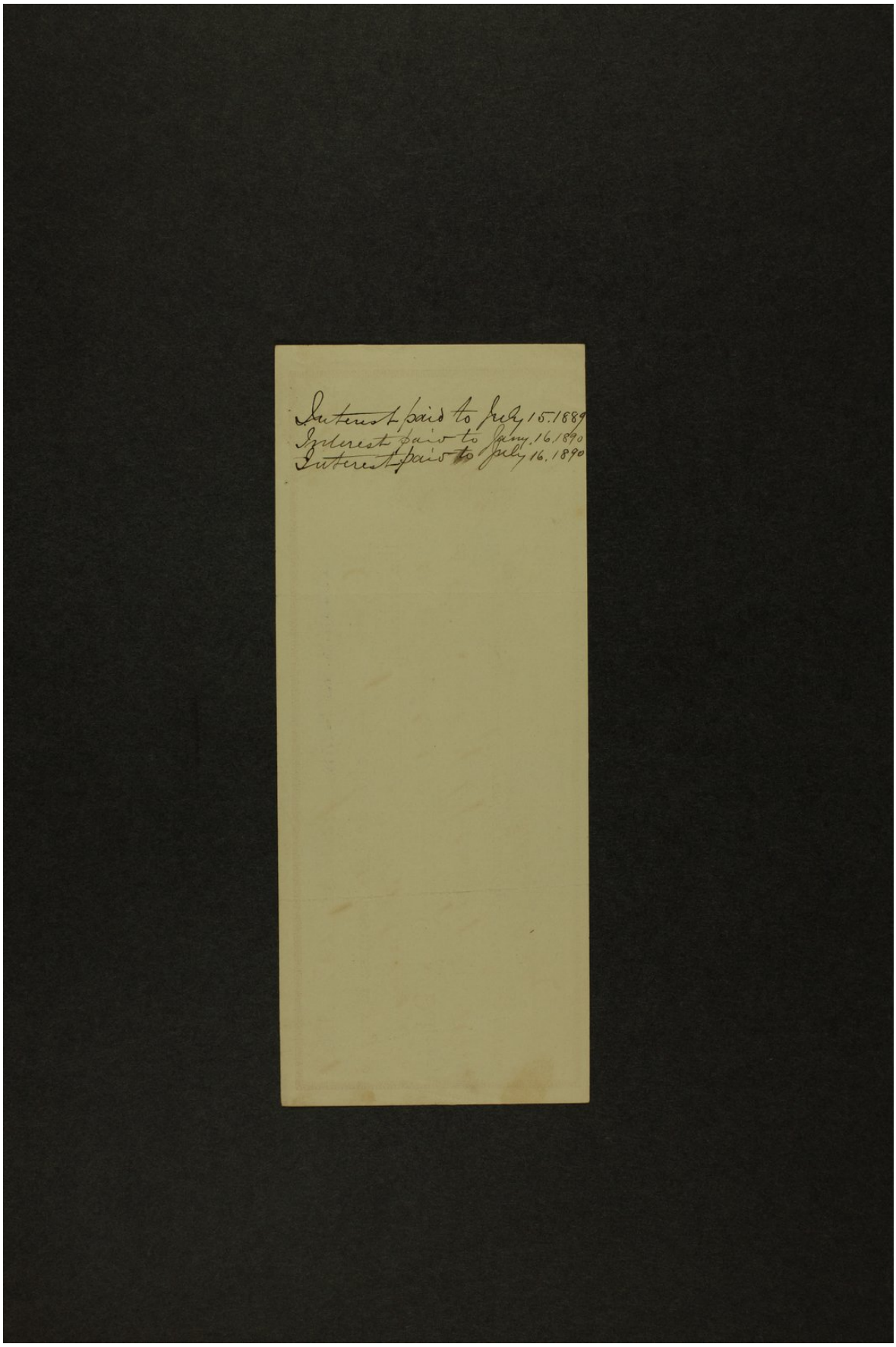
William J Haly

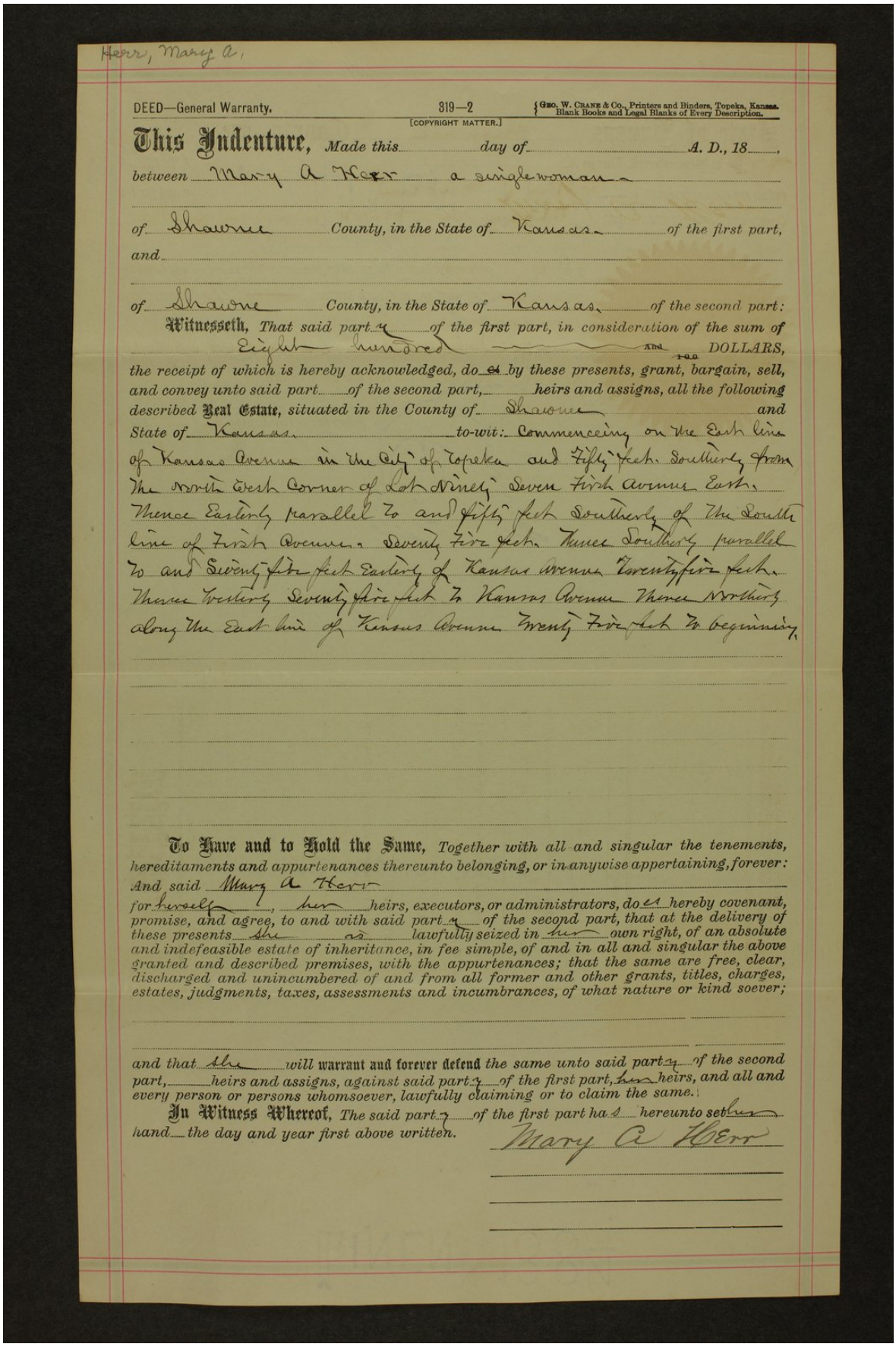
Emily M. Haly

No. 107

Due

James Barnes Whitaker legal documents





Herr, Mary A.

DEED—General Warranty. 819—2 { Geo. W. Crane & Co., Printers and Binders, Topeka, Kansas. Blank Books and Legal Blanks of Every Description.

[COPYRIGHT MATTER.]

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

between Mary A Herr a single woman

of Shawnee County, in the State of Kansas of the first part,

and

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

Witnesseth, *That said part* y *of the first part, in consideration of the sum of* Eight hundred and 00 DOLLARS, *the receipt of which is hereby acknowledged, do* es *by these presents, grant, bargain, sell, and convey unto said part* ..... *of the second part,* ..... *heirs and assigns, all the following described* **Real Estate,** *situated in the County of* Shawnee *and State of* Kansas. *to-wit:* Commenceing on the East line of Kansas Avenue in the City of Topeka and Fifty feet Southerly from the north West Corner of Lot Ninety Seven Fifth Avenue East. Thence Easterly parallel to and fifty feet Southerly of the South line of Fifth Avenue. Seventy five feet. Thence Southerly parallel to and Seventy five feet Easterly of Kansas Avenue Twenty five feet. Thence Westerly Seventy five feet to Kansas Avenue Thence Northerly along the East line of Kansas Avenue Twenty Five feet to beginning.

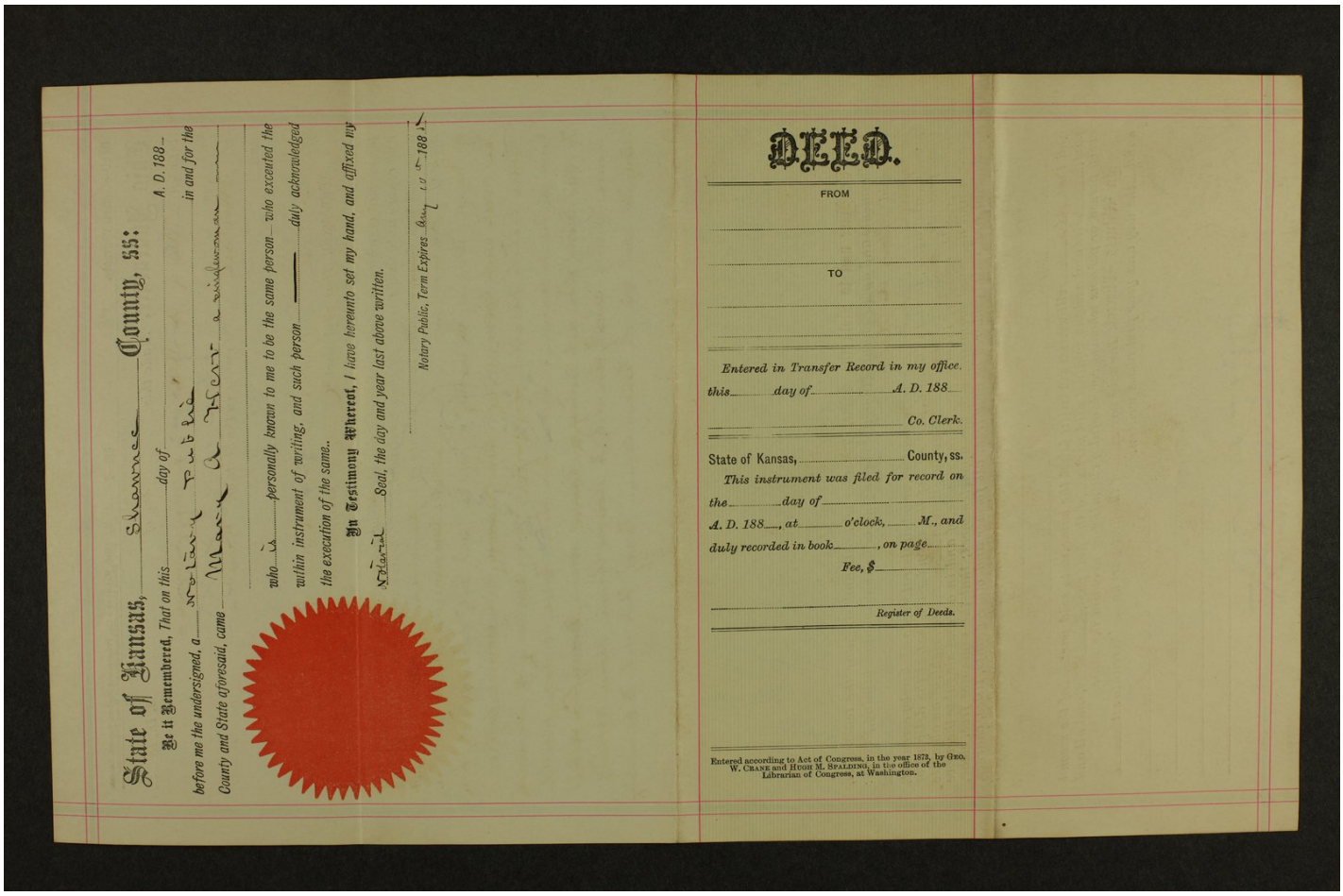
To Have and to Hold the Same, *Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever: And said* Mary A Herr *for* herself, her *heirs, executors, or administrators, do* es *hereby covenant, promise, and agree, to and with said part* y *of the second part, that at the delivery of these presents* she as *lawfully seized in* her *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 she *will* **warrant and forever defend** *the same unto said part* y *of the second part,* ..... *heirs and assigns, against said part* y *of the first part,* her *heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.*

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

Mary A Herr

James Barnes Whitaker legal documents



State of Kansas, Shawnee County, ss:

Be it Remembered, That on this ____ day of ____ A. D. 188__ before me the undersigned, a Notary Public in and for the County and State aforesaid, came Mark A. Plant a bachelor

who is 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 Notarial Seal, the day and year last above written.

Notary Public, Term Expires ____ 188__

DEED.

FROM

TO

Entered in Transfer Record in my office this ____ day of ____ A. D. 188__

____ Co. Clerk.

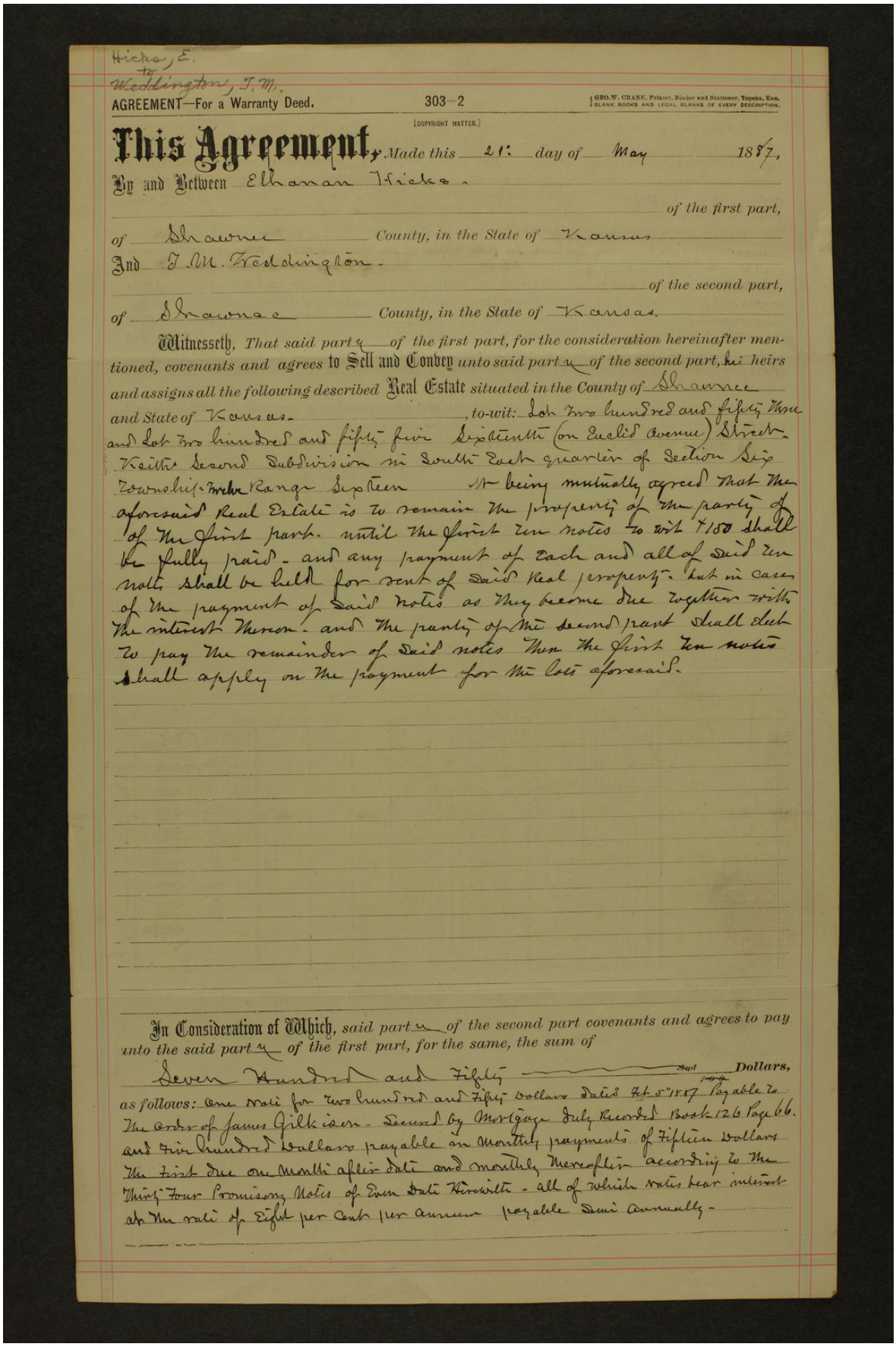
State of Kansas, ____ County, ss.

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 HIRAM M. SPALDING, in the office of the Librarian of Congress, at Washington.



Hicks, E.
to
Weddington, T. M.

AGREEMENT—For a Warranty Deed. 303—2

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

[COPYRIGHT MATTER.]

This Agreement, Made this 21st day of May 1887,

By and Between Elhanan Hicks

of the first part,

of Shawnee County, in the State of Kansas

And T. M. Weddington

of the second part,

of Shawnee County, in the State of Kansas.

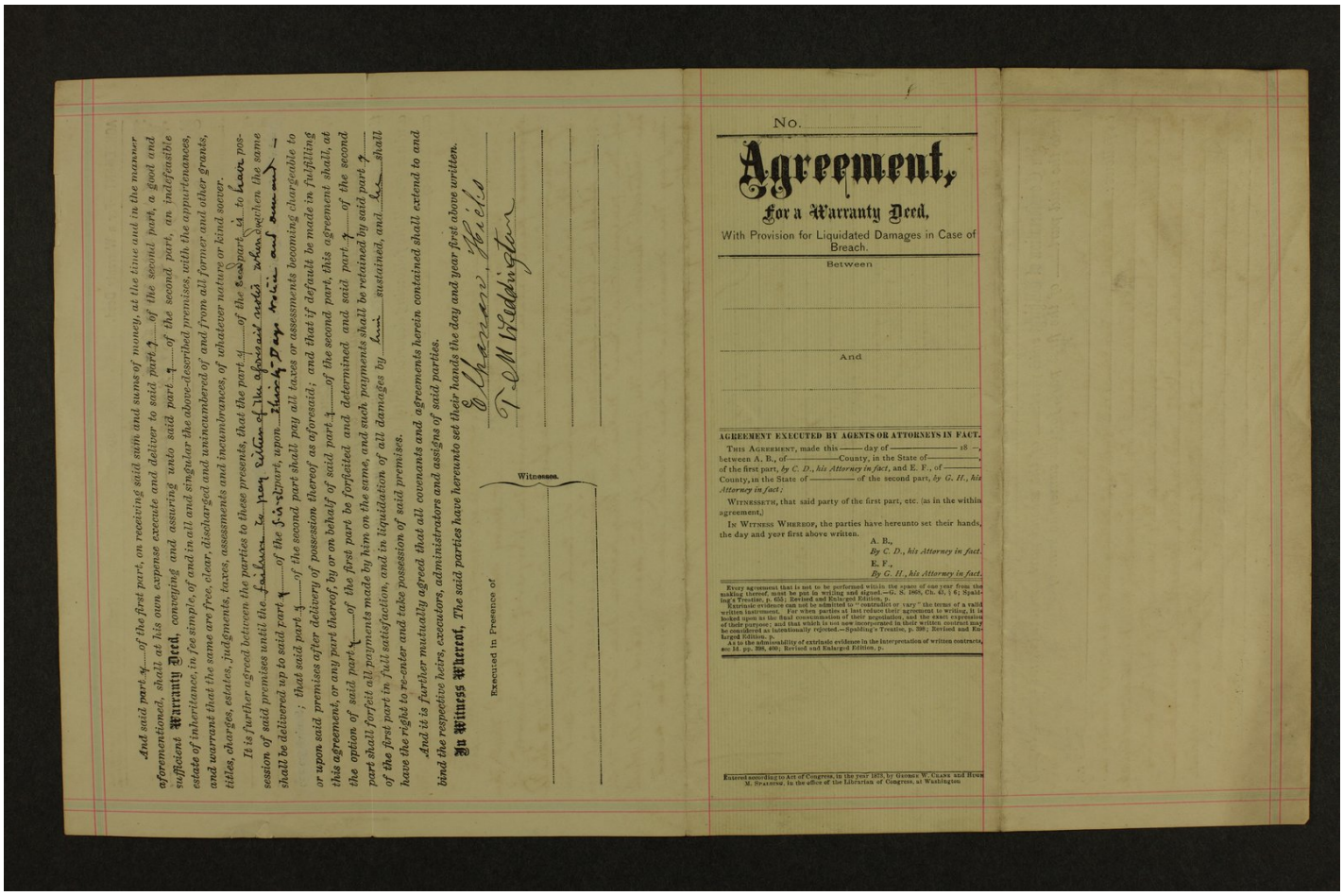
Witnesseth, That said party of the first part, for the consideration hereinafter mentioned, covenants and agrees to **Sell and Convey** unto said party of the second part, his heirs and assigns all the following described **Real Estate** situated in the County of Shawnee and State of Kansas, to-wit: Lot two hundred and fifty Nine and Lot two hundred and fifty five Sixteenth (on Euclid avenue) Street Veith's second Subdivision in South East quarter of Section Six Township Twelve Range Sixteen It being mutually agreed that the aforesaid Real Estate is to remain the property of the party of the first part until the first ten notes to wit $150 shall be fully paid - and any payment of each and all of said ten notes shall be held for rent of said Real property: but in case of the payment of said notes as they become due together with the interest thereon - and the party of the second part shall fail to pay the remainder of said notes then the first ten notes shall apply on the payment for the lots aforesaid.

In Consideration of Which, said party of the second part covenants and agrees to pay unto the said party of the first part, for the same, the sum of

Seven Hundred and Fifty ——— **Dollars,**

as follows: One note for two hundred and fifty Dollars Dated 1st of 1887 Payable to the order of James Gilkison - Secured by Mortgage duly Recorded Book 126 Page 66. and five hundred Dollars payable on Monthly payments of Fifteen Dollars the first due one Month after date and Monthly thereafter according to the Thirty Four Promisory Notes of Even Date Herewith - all of which notes bear interest at the rate of Eight per Cent per Annum payable Semi Annually -

James Barnes Whitaker legal documents



And said part y of the first part, on receiving said sum and sums of money, at the time and in the manner aforementioned, shall at his own expense execute and deliver to said part z of the second part, a good and sufficient **Warranty Deed**, *conveying and assuring unto said part z of the second part, an indefeasible estate of inheritance, in fee simple, of and in all and singular the above-described premises, with the appurtenances, and warrant 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 whatever nature or kind soever.*

It is further agreed between the parties to these presents, that the part y of the second part is to have possession of said premises until the 1st day of the 1st of the aforesaid sixty days and annual payments shall be delivered up to said part y of the first part, upon third day of the first part shall pay all taxes or assessments becoming chargeable to that said part y of the second part, this agreement shall, at or upon said premises after delivery of possession thereof as aforesaid; and that if default be made in fulfilling this agreement, or any part thereof, by or on behalf of said part y of the second part, this agreement, at the option of said part z of the first part be forfeited and determined, and said part y of the second part shall forfeit all payments made by him on the same, and such payments shall be retained by said part z 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 said premises.

And it is further mutually agreed that all covenants and agreements herein contained shall extend to and bind the respective heirs, executors, administrators and assigns of said parties.

In Witness Whereof, *The said parties have hereunto set their hands the day and year first above written.*

E Chauncey Reed
T. M. Widdington

Witnesses.

Executed in Presence of

No.

Agreement,

For a Warranty Deed,

With Provision for Liquidated Damages in Case of Breach.

Between

And

AGREEMENT EXECUTED BY AGENTS OR ATTORNEYS IN FACT.

THIS AGREEMENT, made this ——— day of ——— 18 —, between A. B., of ——— County, in the State of ———, of the first part, *by C. D., his Attorney in fact*, and E. F., of ——— County, in the State of ——— of the second part, *by G. H., his Attorney in fact*;

WITNESSETH, that said party of the first part, etc. (as in the within agreement.)

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

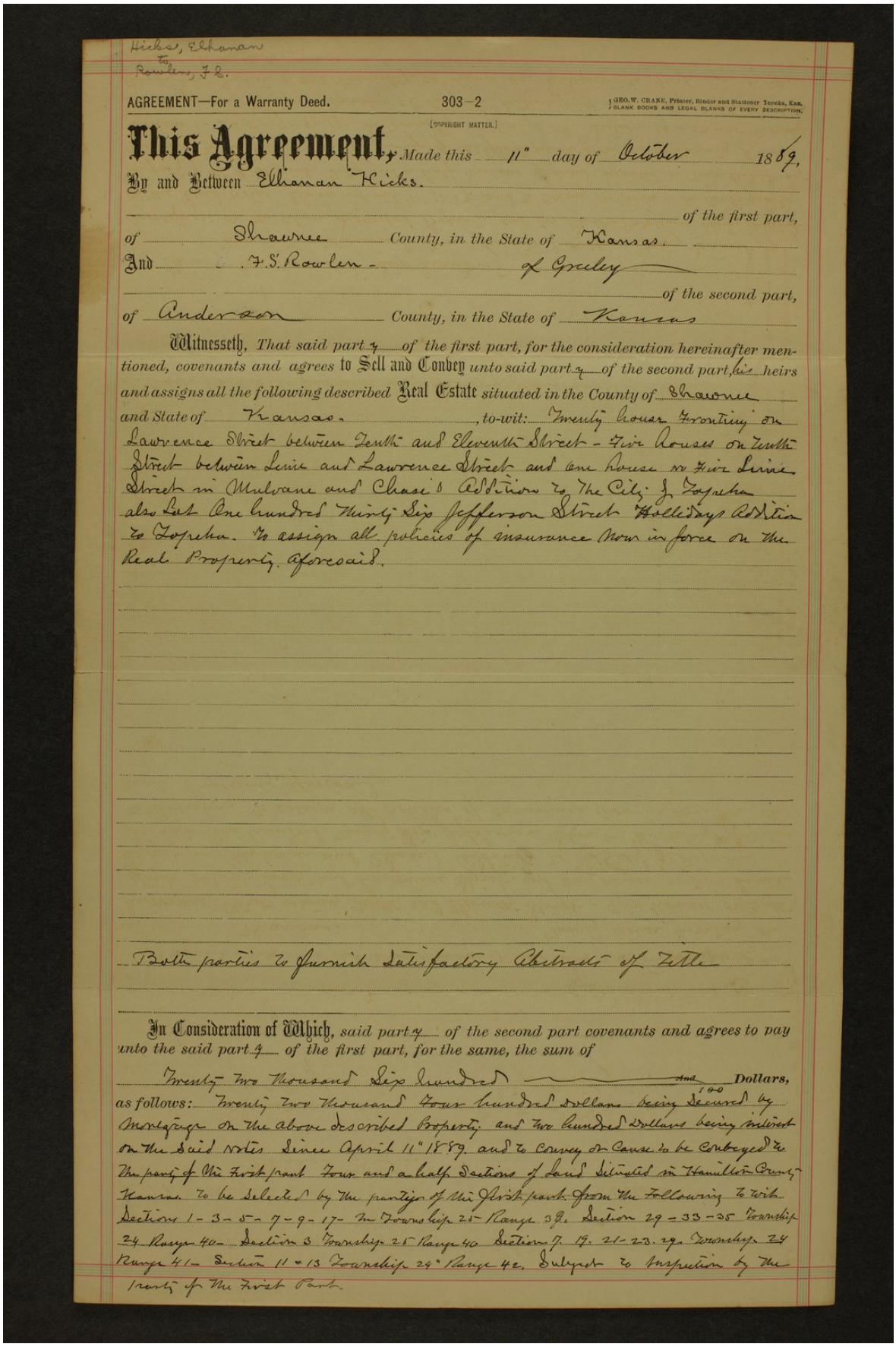
A. B.,
By C. D., his Attorney in fact.
E. F.,
By G. H., his Attorney in fact.

Every agreement that is not to be performed within the space of one year from the making thereof, must be put in writing and signed.—U. S. 1865, Ch. 45, § 6; Spalding's Treatise, p. 655; Revised and Enlarged Edition, p.

Extrinsic evidence can not be admitted to "contradict or vary" the terms of a valid written instrument. For when parties at last reduce their agreement to writing, it is looked upon as the final consummation of their negotiations, and the exact expression of their purpose; and that which is not now incorporated in their written contract may be considered as intentionally rejected.—Spalding's Treatise, p. 396; Revised and Enlarged Edition, p.

As to the admissibility of extrinsic evidence in the interpretation of written contracts, see id. pp. 398, 400; Revised and Enlarged Edition, p.

Entered according to Act of Congress, in the year 1875, by GEORGE W. CLARK and HOWARD M. STRAHAN, in the office of the Librarian of Congress, at Washington



Hicks, Elkanan
to
Rowlen, F.S.

AGREEMENT—For a Warranty Deed. 303—2

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

[COPYRIGHT MATTER.]

This Agreement, Made this 11" day of October 1889,

By and Between Elkanan Hicks.

of the first part,

of Shawnee County, in the State of Kansas.

And F.S. Rowlen of Greeley

of the second part,

of Anderson County, in the State of Kansas

Witnesseth, That said part 1 of the first part, for the consideration hereinafter mentioned, covenants and agrees to Sell and Convey unto said part 2 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: Twenty house Fronting on Lawrence Street between Tenth and Eleventh Street - Five Houses on Tenth Street between Lenie and Lawrence Street and one house on Five Lenie Street in Mulvane and Chase's Addition to the City of Topeka also Lot One hundred Thirty Six Jefferson Street Holliday's Addition to Topeka. To assign all policies of insurance Now in force on the Real Property aforesaid.

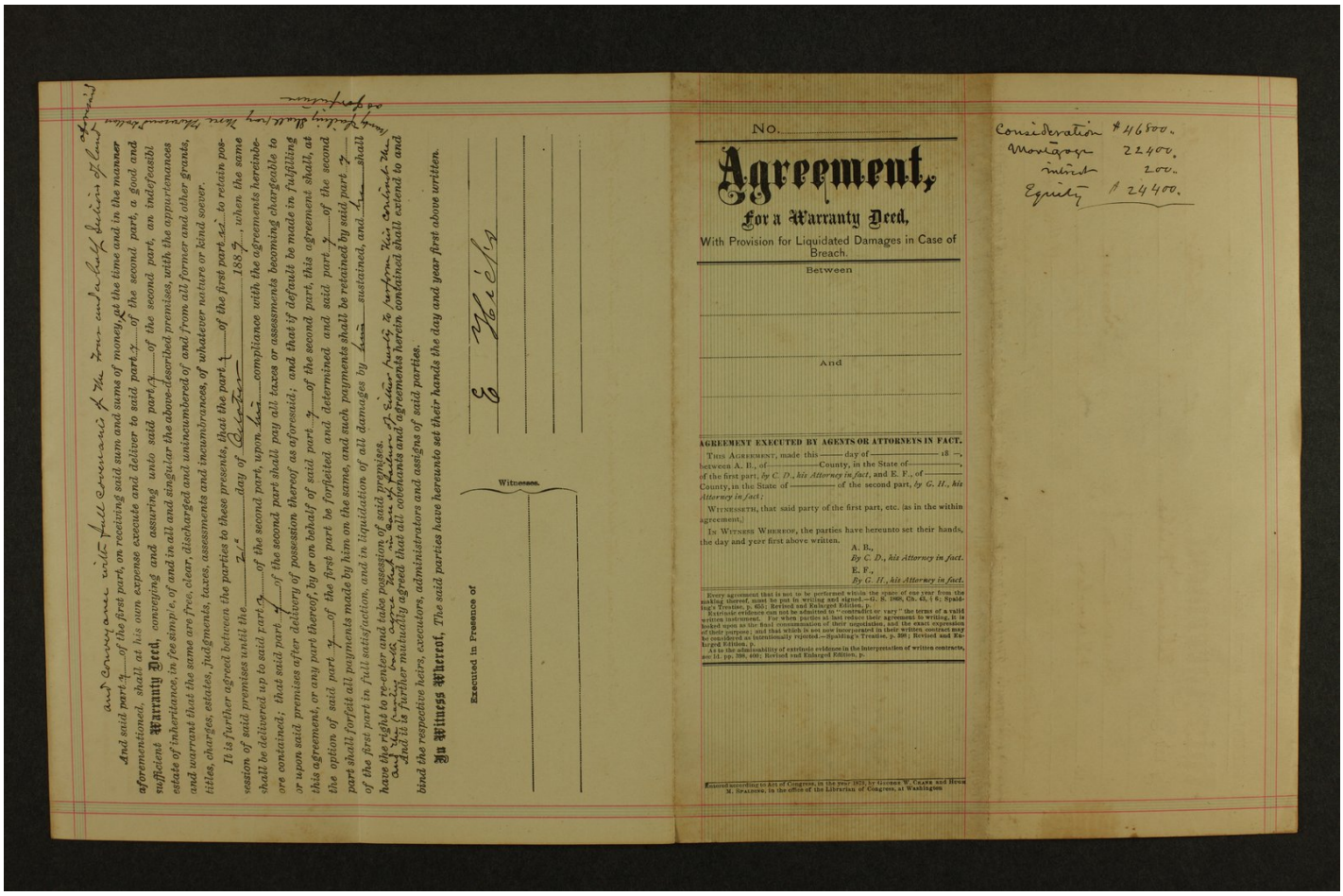
Both parties to furnish Satisfactory Abstracts of Title

In Consideration of Which, said part 2 of the second part covenants and agrees to pay unto the said part 1 of the first part, for the same, the sum of

Twenty Two Thousand Six hundred ~~and 100~~ **Dollars,**

as follows: Twenty Two Thousand Four hundred Dollars being Secured by Mortgage on the above described Property and Two Hundred Dollars being interest on the said notes Since April 11" 1889. and to convey or Cause to be Conveyed to the party of the first part Four and a half Sections of Land Situated in Hamilton County Kansas. To be Selected by the parties of the first part from the Following to Wit. Section 1 - 3 - 5 - 7 - 9 - 17 - in Township 21 - Range 39. Section 29 - 33 - 35 Township 24 Range 40 - Section 3 Township 25 Range 40 Section 7. 17. 21 - 23. 29. Township 24 Range 41 - Section 11 - 13 Township 24 Range 42. Subject to Inspection by the party of the First Part.

James Barnes Whitaker legal documents



and covenant with full warranty of the law and a full release of dower

And said part y of the first part, in consideration of the sum of Sixteen Thousand Four Hundred Dollars to ... in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said part y of the second part the following described real estate, situated in the County of Shawnee and State of Kansas, to-wit:

The East Half (E½) of the Southeast Quarter (SE¼) of Section Twenty-six (26), Township Eleven (11) South, Range Seventeen (17) East of the Sixth Principal Meridian, containing 80 acres, more or less, according to the United States survey thereof.

aforementioned, shall at his own expense execute and deliver to said part y of the second part, a good and sufficient **Warranty Deed**, conveying and assuring unto said part y of the second part, an indefeasible estate of inheritance, in fee simple, of and in all and singular the above-described premises, with the appurtenances and warrant 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 whatever nature or kind soever.

It is further agreed between the parties to these presents, that the part y of the first part shall be entitled to retain possession of said premises until the 2nd day of October 1887, when the same shall be delivered up to said part y of the second part, upon full compliance with the agreements hereinbefore contained; that said part y of the second part shall pay all taxes or assessments becoming chargeable to or upon said premises after delivery of possession thereof as aforesaid; and that if default be made in fulfilling this agreement, or any part thereof, by or on behalf of said part y of the second part, this agreement shall, at the option of said part y of the first part be forfeited and determined and said part y of the second part shall forfeit all payments made by him on the same, and such payments shall be retained by said part y 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 said premises.

And it is further mutually agreed that all covenants and agreements herein contained shall extend to and bind the respective heirs, executors, administrators and assigns of said parties.

In Witness Wherrof, The said parties have hereunto set their hands the day and year first above written.

Executed in Presence of

Witnesses.

G. W. Whitaker

No.

Agreement,

For a Warranty Deed,

With Provision for Liquidated Damages in Case of Breach.

Between

And

AGREEMENT EXECUTED BY AGENTS OR ATTORNEYS IN FACT.

This Agreement, made this ——— day of ——— 18—, between A. B., of ———County, in the State of ———, of the first part, *by C. D., his Attorney in fact*, and E. F., of ——— County, in the State of ——— of the second part, *by G. H., his Attorney in fact*;

Witnesseth, that said party of the first part, etc. (as in the within agreement.)

In Witness Whereof, the parties have hereunto set their hands, the day and year first above written.

A. B.,
By C. D., his Attorney in fact.
E. F.,
By G. H., his Attorney in fact.

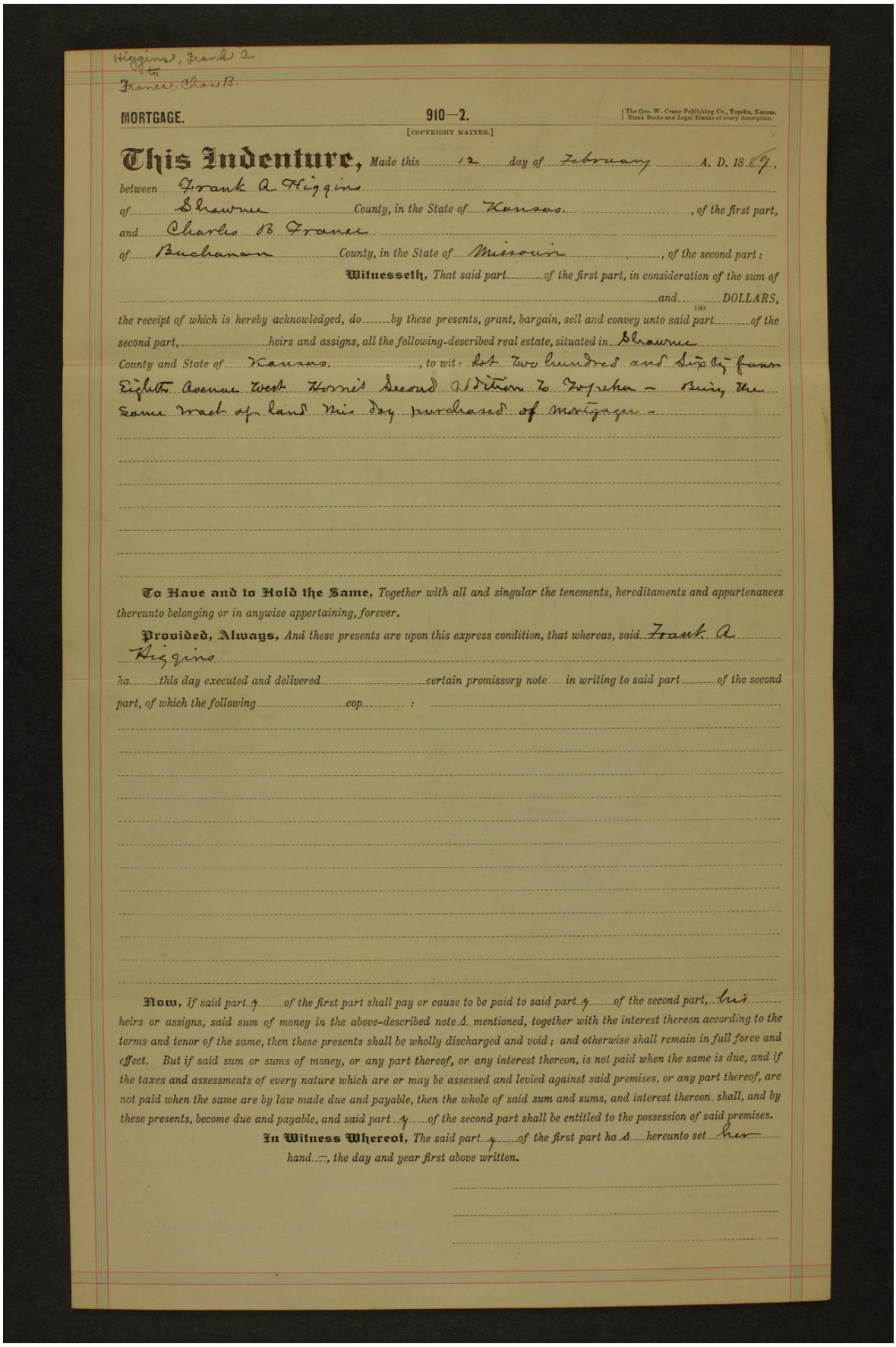
Every agreement that is not to be performed within the space of one year from the making thereof, must be put in writing and signed.—G. S. 1868, Ch. 43, § 6; Spalding's Treatise, p. 605; Revised and Enlarged Edition, p.

Extrinsic evidence can not be admitted to "contradict or vary" the terms of a valid written instrument. For when parties at last reduce their agreement to writing, it is looked upon as the final consummation of their negotiation, and the exact expression of their purpose; and that which is not now incorporated in their written contract may be considered as intentionally rejected.—Spalding's Treatise, p. 599; Revised and Enlarged Edition, p.

As to the admissability of extrinsic evidence in the interpretation of written contracts, see id., pp. 598, 600; Revised and Enlarged Edition, p.

Entered according to Act of Congress, in the year 1875, by Andrew W. Clark and Hiram M. Drahoun, in the office of the Librarian of Congress, at Washington

Consideration $16800.
Mortgage 12400.
Interest 200.
Equity $ 24400.



Higgins, Frank A
to
Fraser, Chas B.

MORTGAGE. 910—2. (The Geo. W. Crane Publishing Co., Topeka, Kansas. Blank Books and Legal Blanks of every description.

[COPYRIGHT MATTER.]

This Indenture, Made this 12 day of February A. D. 18 87, between Frank A Higgins of Shawnee County, in the State of Kansas., of the first part, and Charles B Fraser of Buchanan County, in the State of Missouri, of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of and 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, heirs and assigns, all the following-described real estate, situated in Shawnee County and State of Kansas., to wit: Lot Two hundred and Sixty four Eighth Avenue West Horne's Second Addition to Topeka - being the same tract of land this day purchased of Mortgagor -

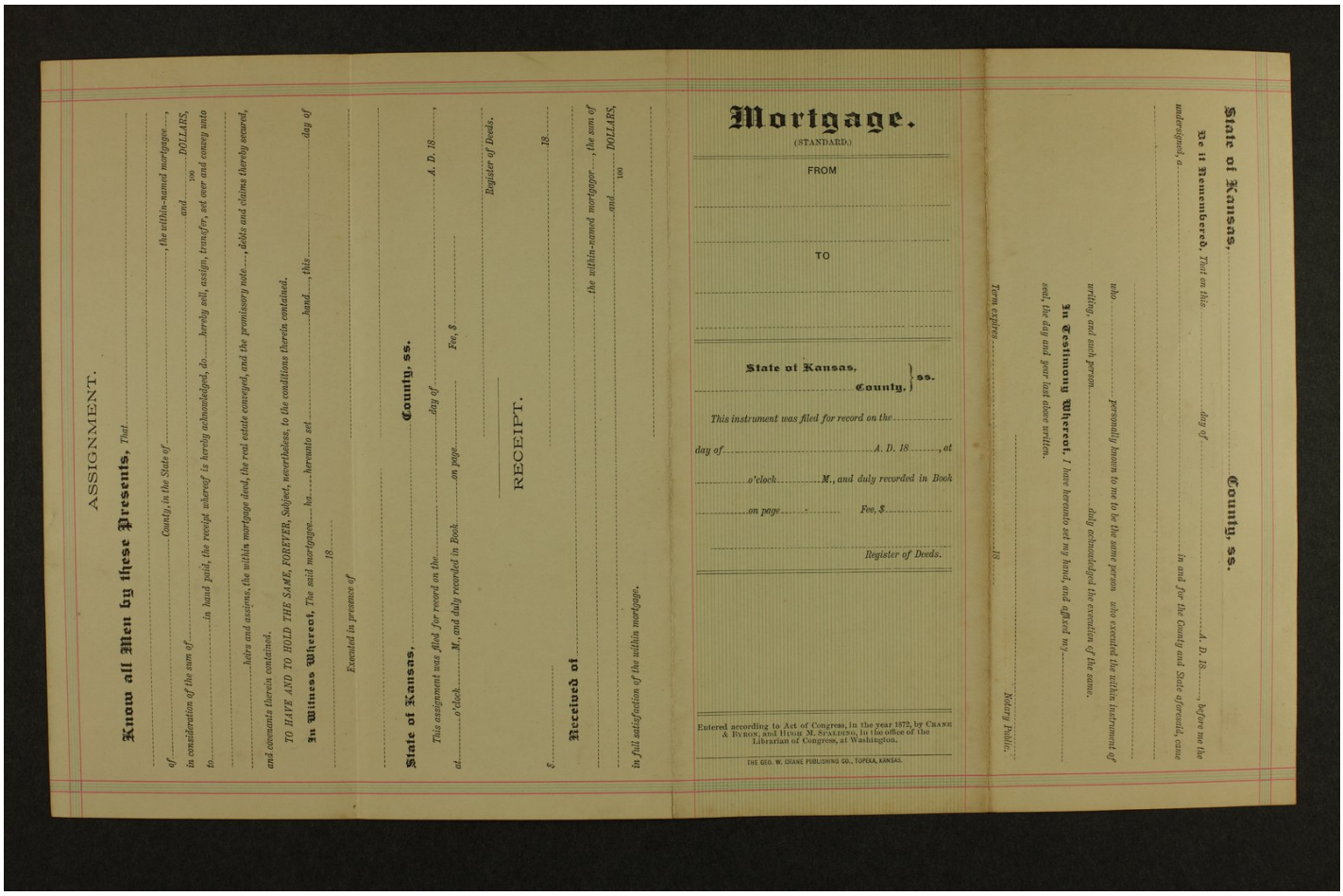
To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, Always, And these presents are upon this express condition, that whereas, said Frank A Higgins ha this day executed and delivered certain promissory note in writing to said part of the second part, of which the following cop :

Now, If said part y 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 note s 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 y of the first part ha s hereunto set her hand —, the day and year first above written.

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 100 DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto to 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 mortgagor, the sum of and 100 DOLLARS, in full satisfaction of the within mortgage.

Mortgage.

(STANDARD.)

FROM

TO

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.

Entered according to Act of Congress, in the year 1872, by CRANE & BYRON, and HUBIE M. SPALDING, in the office of the Librarian of Congress, at Washington.

THE GEO. W. CRANE PUBLISHING CO., TOPEKA, KANSAS.

State of Kansas, County, ss.

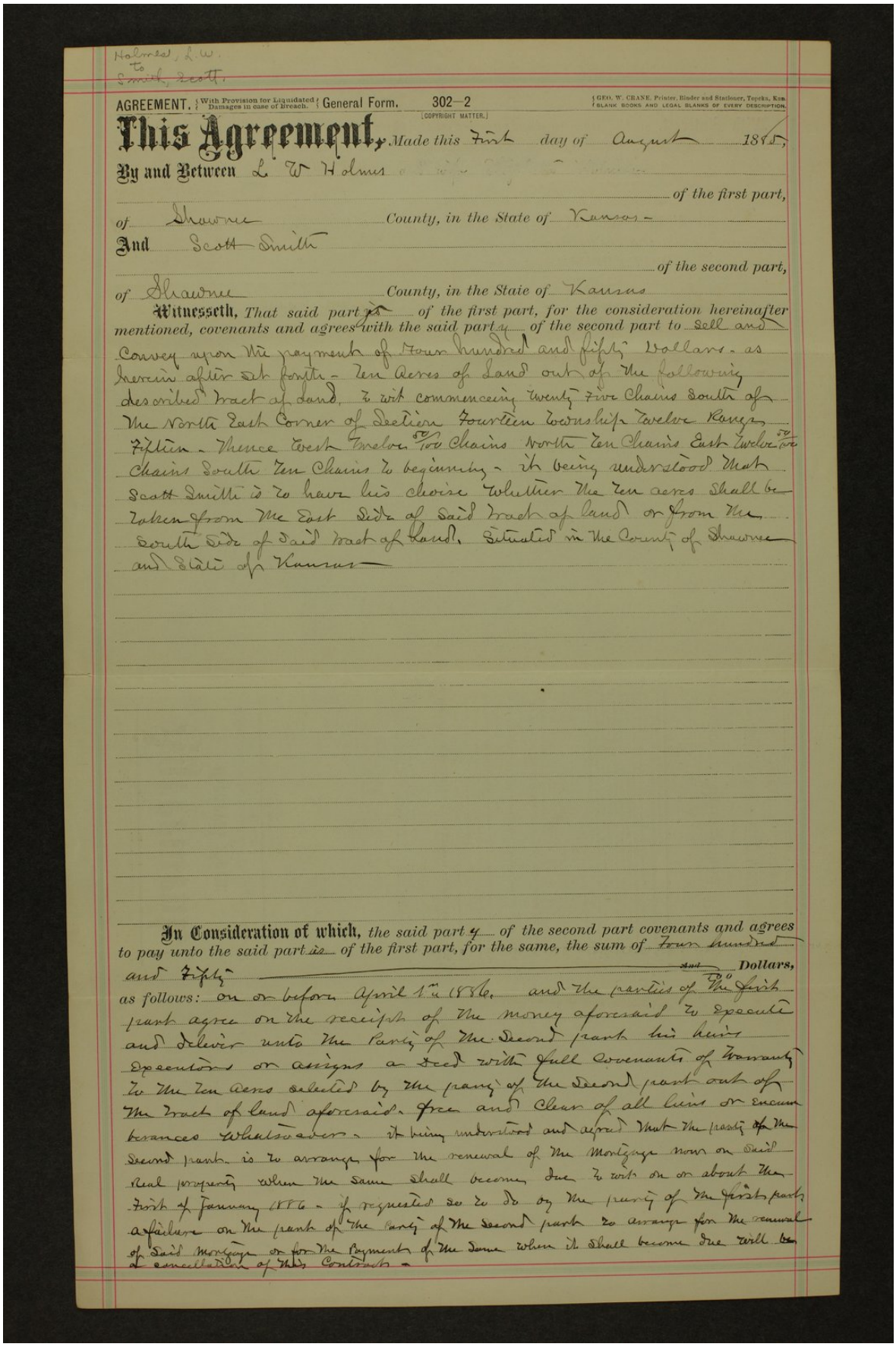
Be it Remembered, *That on this day of A. D. 18 , before me the undersigned, a in and for the County and State aforesaid, came*

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

Notary Public.

Term expires 18



Holmes, L. W.
to
Smith, Scott.

AGREEMENT. {With Provision for Liquidated Damages in case of Breach.} General Form. 302—2 {GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan. BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

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This Agreement, Made this First day of August 1885,

By and Between L W Holmes of the first part,

of Shawnee County, in the State of Kansas

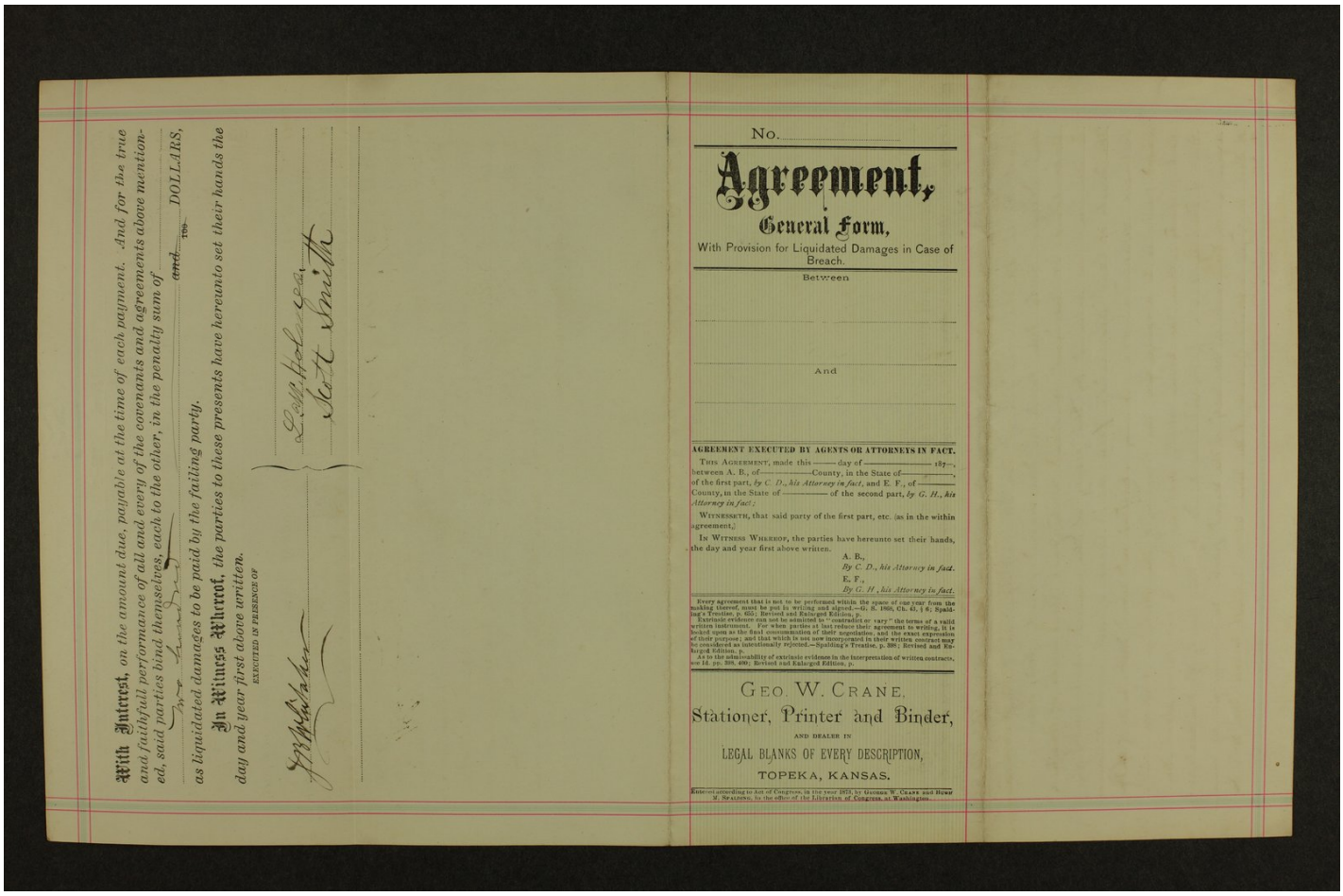
And Scott Smith of the second part,

of Shawnee County, in the Staie of Kansas

Witnesseth, That said part ys of the first part, for the consideration hereinafter mentioned, covenants and agrees with the said part y of the second part to Sell and Convey upon the payment of Four hundred and fifty Dollars. as herein after set fourth - Ten Acres of Land out of the following described tract of land. to wit commencing twenty five Chains South of the North East Corner of Section Fourteen Township Twelve Range Fifteen - Thence West Twelve 50/100 Chains North Ten Chains East Twelve 50/100 Chains South Ten Chains to beginning - it being understood that Scott Smith is to have his choice whether the ten acres shall be taken from the East Side of said tract of land or from the South Side of said tract of land. Situated in the County of Shawnee and State of Kansas

In Consideration of which, the said part y of the second part covenants and agrees to pay unto the said part ys of the first part, for the same, the sum of four hundred and fifty and 50/100 Dollars, as follows: on or before April 1st 1886. and the parties of the first part agree on the receipt of the money aforesaid to execute and deliver unto the Party of the Second part his heirs Executors or assigns a deed with full Covenants of Warranty to the ten Acres selected by the party of the Second part out of the Tract of land aforesaid. free and Clear of all liens or encumbrances Whatsoever - it being understood and agreed that the party of the Second part is to arrange for the renewal of the Mortgage now on said Real property when the same shall become due to wit on or about the First of January 1886 - if requested so to do by the party of the first part a failure on the part of the Party of the Second part to arrange for the renewal of said Mortgage or for the Payments of the Same when it Shall become Due will be a cancellation of this Contract -

James Barnes Whitaker legal documents



With Interest, *on the amount due, payable at the time of each payment. And for the true and faithfull performance of all and every of the covenants and agreements above mentioned, said parties bind themselves, each to the other, in the penalty sum of* ~~one~~ two *DOLLARS, as liquidated damages to be paid by the failing party.*

In Witness Whereof, *the parties to these presents have hereunto set their hands the day and year first above written.*

EXECUTED IN PRESENCE OF

J. B. Whitaker

Dell Holmes

Scott Smith

No.

Agreement,

General Form,

With Provision for Liquidated Damages in Case of Breach.

Between

And

AGREEMENT EXECUTED BY AGENTS OR ATTORNEYS IN FACT.

THIS AGREEMENT, made this ——— day of ——— 187-, between A. B., of ———County, in the State of———, of the first part, *by C. D., his Attorney in fact*, and E. F., of ——— County, in the State of ——— of the second part, *by G. H., his Attorney in fact*;

WITNESSETH, that said party of the first part, etc. (as in the within agreement,)

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

A. B.,
By C. D., his Attorney in fact.
E. F.,
By G. H., his Attorney in fact.

Every agreement that is not to be performed within the space of one year from the making thereof, must be put in writing and signed.—G. S. 1868, Ch. 45, § 6; Spalding's Treatise, p. 655; Revised and Enlarged Edition, p.

Extrinsic evidence can not be admitted to "contradict or vary" the terms of a valid written instrument. For when parties at last reduce their agreement to writing, it is looked upon as the final consummation of their negotiation, and the exact expression of their purpose; and that which is not now incorporated in their written contract may be considered as intentionally rejected.—Spalding's Treatise, p. 388; Revised and Enlarged Edition, p.

As to the admissability of extrinsic evidence in the interpretation of written contracts, see id. pp. 388, 400; Revised and Enlarged Edition, p.

GEO. W. CRANE,
Stationer, Printer and Binder,
AND DEALER IN
LEGAL BLANKS OF EVERY DESCRIPTION,
TOPEKA, KANSAS.

Entered according to Act of Congress, in the year 1878, by GEORGE W. CRANE and HENRY M. REASONER, in the office of the Librarian of Congress, at Washington.