James Barnes Whitaker legal documents

Section 26, Pages 751 - 780

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

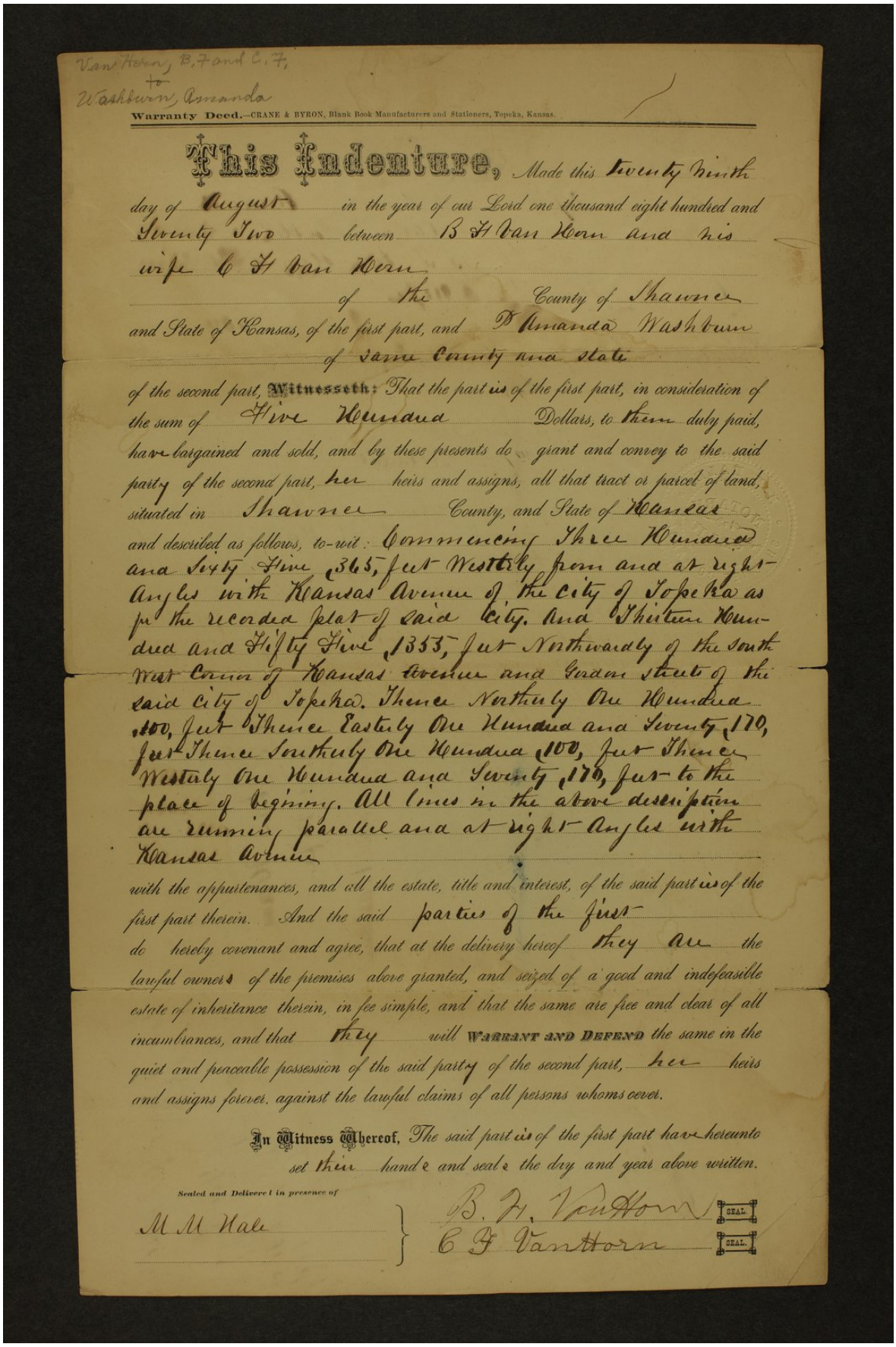
Callnumber: James Barnes Whitaker Coll. #540, Box 4 - 7

KSHS Identifier: DaRT ID: 228711

Item Identifier: 228711

www.kansasmemory.org/item/228711

James Barnes Whitaker legal documents



Van Horn, B. F. and C. F.
to
Washburn, Amanda

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

This Indenture, Made this Twenty Ninth day of August in the year of our Lord one thousand eight hundred and Seventy Two between B F Van Horn and his wife C F Van Horn of the County of Shawnee and State of Kansas, of the first part, and P Amanda Washburn of same County and state of the second part, **Witnesseth:** That the parties of the first part, in consideration of the sum of Five 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, her 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 Three Hundred and Sixty Five 365, feet Westerly from and at right Angles with Kansas Avenue of the city of Topeka as per the recorded plat of said City. And Thirteen Hundred and Fifty Five 1355, feet Northwardly of the south west Corner of Kansas Avenue and Grand streets of the said city of Topeka. Thence Northerly One Hundred 100, feet Thence Easterly One Hundred and Seventy 170, feet Thence Southerly One Hundred 100, feet Thence Westerly One Hundred and Seventy 170, feet to the place of begining. All lines in the above description are running parallel and at right Angles with Kansas Avenue with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said parties of the first do hereby covenant and agree, that at the delivery hereof they are the lawful owners 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 they will **Warrant and Defend** the same in the quiet and peaceable possession of the said party of the second part, her 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 seals the day and year above written.

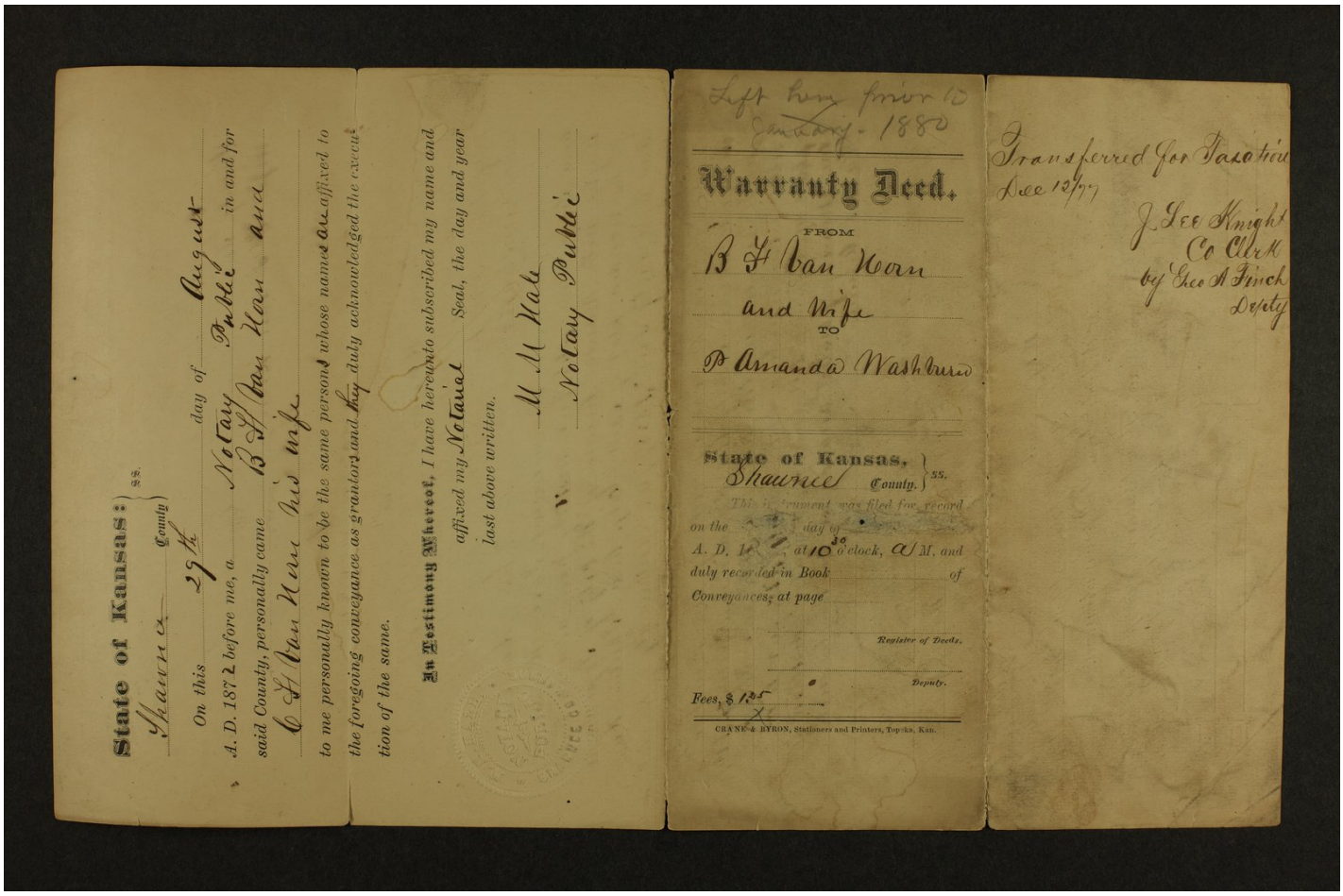
Sealed and Delivered in presence of

M M Hale

B. F. VanHorn SEAL.

C F Vanthorn SEAL.

James Barnes Whitaker legal documents



State of Kansas: ss.
Shawnee County.

On this 29th day of August A. D. 1872 before me, a Notary Public in and for said County, personally came B F Van Horn and C F Van Horn his wife to me personally known to be the same persons whose names are affixed to the foregoing conveyance as grantors and they 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.

M M Hale
Notary Public

Left here prior to January 1880

Warranty Deed.

FROM

B F Van Horn

and Wife

TO

P Amanda Washburn

State of Kansas, Shawnee County. } ss.

This instrument was filed for record on the 1st day of Sept A. D. 1872 at 10 30 o'clock, A M, and duly recorded in Book of Conveyances, at page

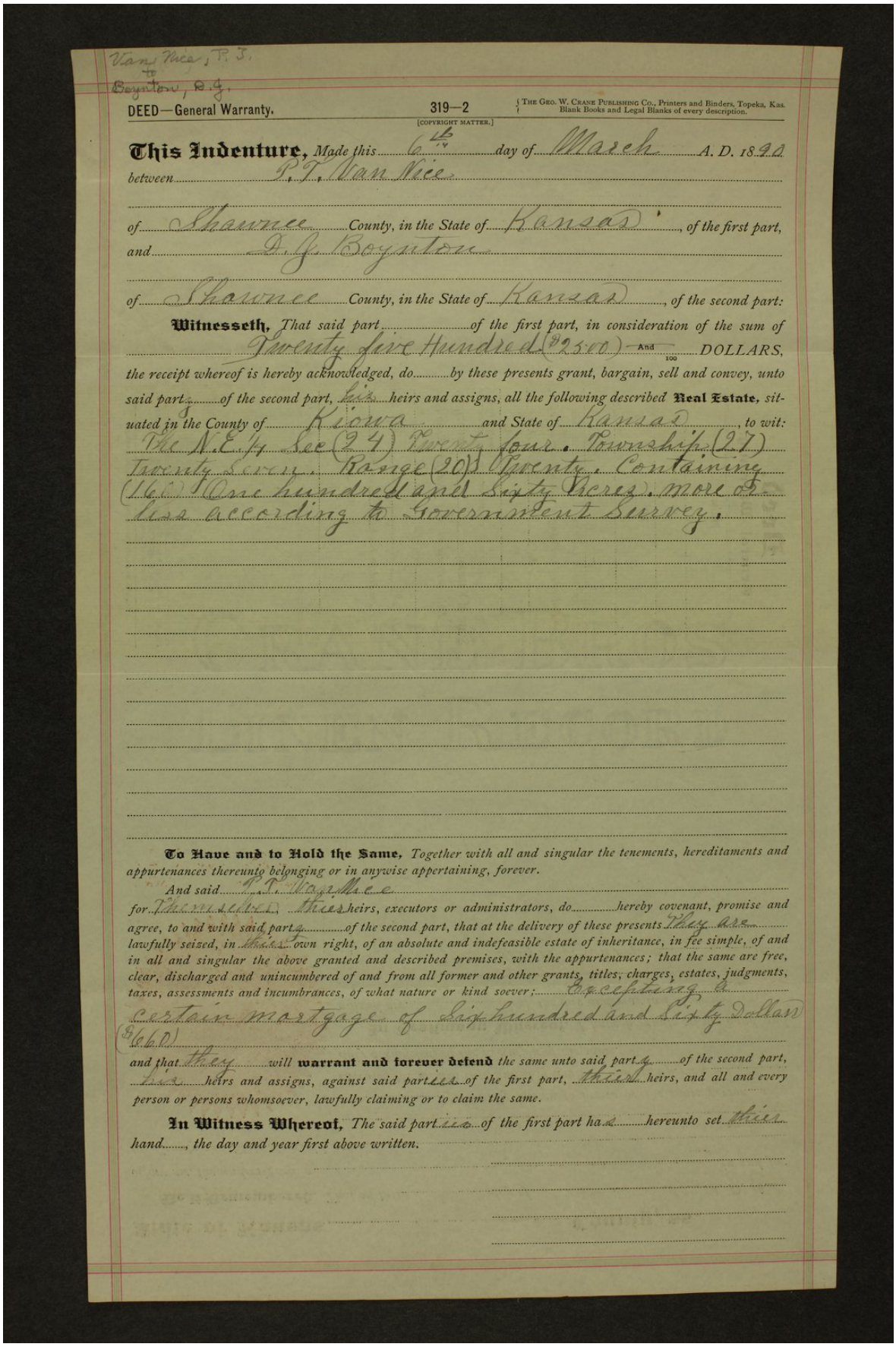
Register of Deeds.

Deputy.

Fees, $1.25

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

Transferred for Taxation
Dec 13/77
J Lee Knight
Co Clerk
by Geo A Finch
Deputy



Van Nice, P. T.
to
Boynton, D. J.

DEED—General Warranty. 319—2 [COPYRIGHT MATTER.] THE GEO. W. CRANE PUBLISHING CO., Printers and Binders, Topeka, Kas. Blank Books and Legal Blanks of every description.

This Indenture, Made this 6th day of March A. D. 1900
between P. T. Van Nice
of Shawnee County, in the State of Kansas, of the first part,
and D. J. Boynton
of Shawnee County, in the State of Kansas, of the second part:

Witnesseth, That said part of the first part, in consideration of the sum of Twenty five Hundred (2500) And 100 DOLLARS, the receipt whereof 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:
The N.E. ¼ Sec (24) Twenty four. Township (27) twenty Seven. Range (20) Twenty. Containing (160) One hundred and Sixty Acres. more or less according to Government Survey.

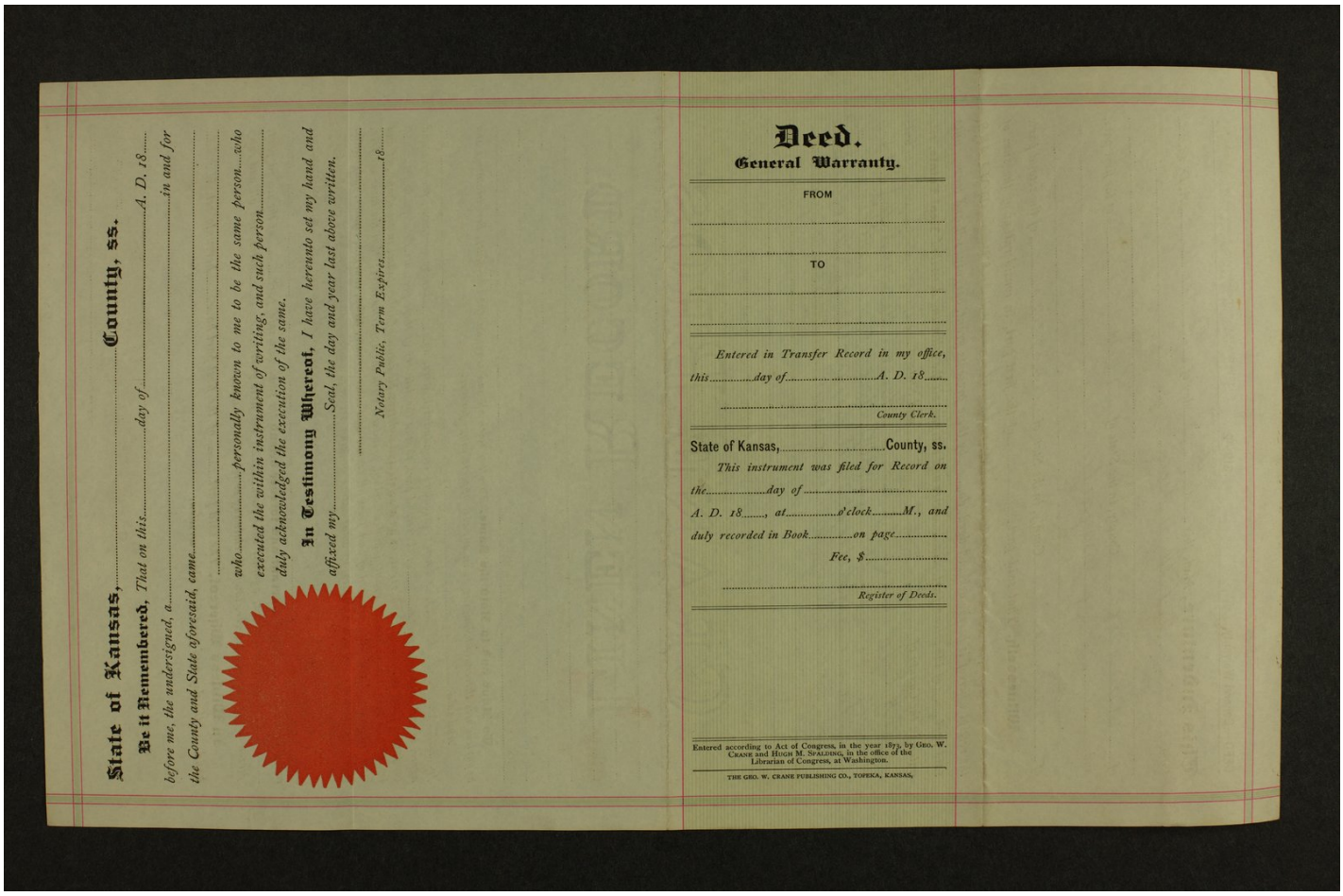
To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said P. T. Van Nice for themselves, thier heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part 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; Excepting a certain mortgage of Six hundred and Sixty Dollars ($660)

and that they will **warrant and forever defend** the same unto said part of the second part, his heirs and assigns, against said parties 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 of the first part has hereunto set their hand, 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 Testimony Whereof, I have hereunto set my hand and affixed my ..... Seal, the day and year last above written.

..... Notary Public; Term Expires ..... 18....

Deed.

General Warranty.

FROM

.....

.....

TO

.....

.....

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

.....

County 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 .....

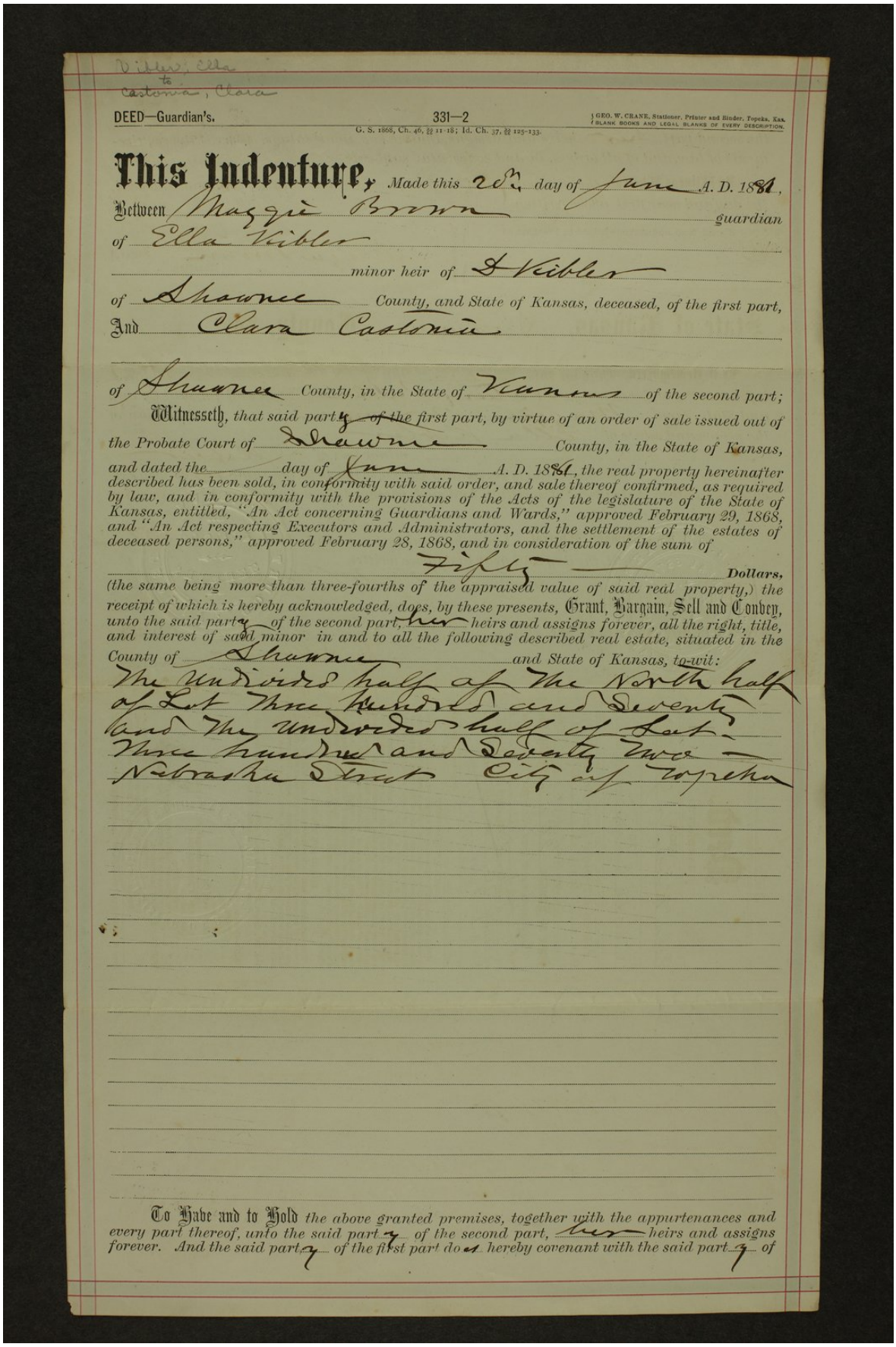
Fee, $.....

.....

Register of Deeds.

Entered according to Act of Congress, in the year 1875, by Geo. W. Crane and Hugh M. Spalding, in the office of the Librarian of Congress, at Washington.

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



Dibler, Ella
to
Castonia, Clara

DEED—Guardian's. 331—2

G. S. 1868, Ch. 46, §§ 11-18; Id. Ch. 37, §§ 125-133.

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

This Indenture, Made this 28th day of June A. D. 1881,

Between Maggie Brown guardian

of Ella Kibler

minor heir of S Kibler

of Shawnee County, and State of Kansas, deceased, of the first part,

And Clara Castonia

of Shawnee County, in the State of Kansas of the second part;

Witnesseth, that said party of the first part, by virtue of an order of sale issued out of the Probate Court of Shawnee County, in the State of Kansas, and dated the day of June A. D. 1881, the real property hereinafter described has been sold, in conformity with said order, and sale thereof confirmed, as required by law, and in conformity with the provisions of the Acts of the legislature of the State of Kansas, entitled, "An Act concerning Guardians and Wards," approved February 29, 1868, and "An Act respecting Executors and Administrators, and the settlement of the estates of deceased persons," approved February 28, 1868, and in consideration of the sum of

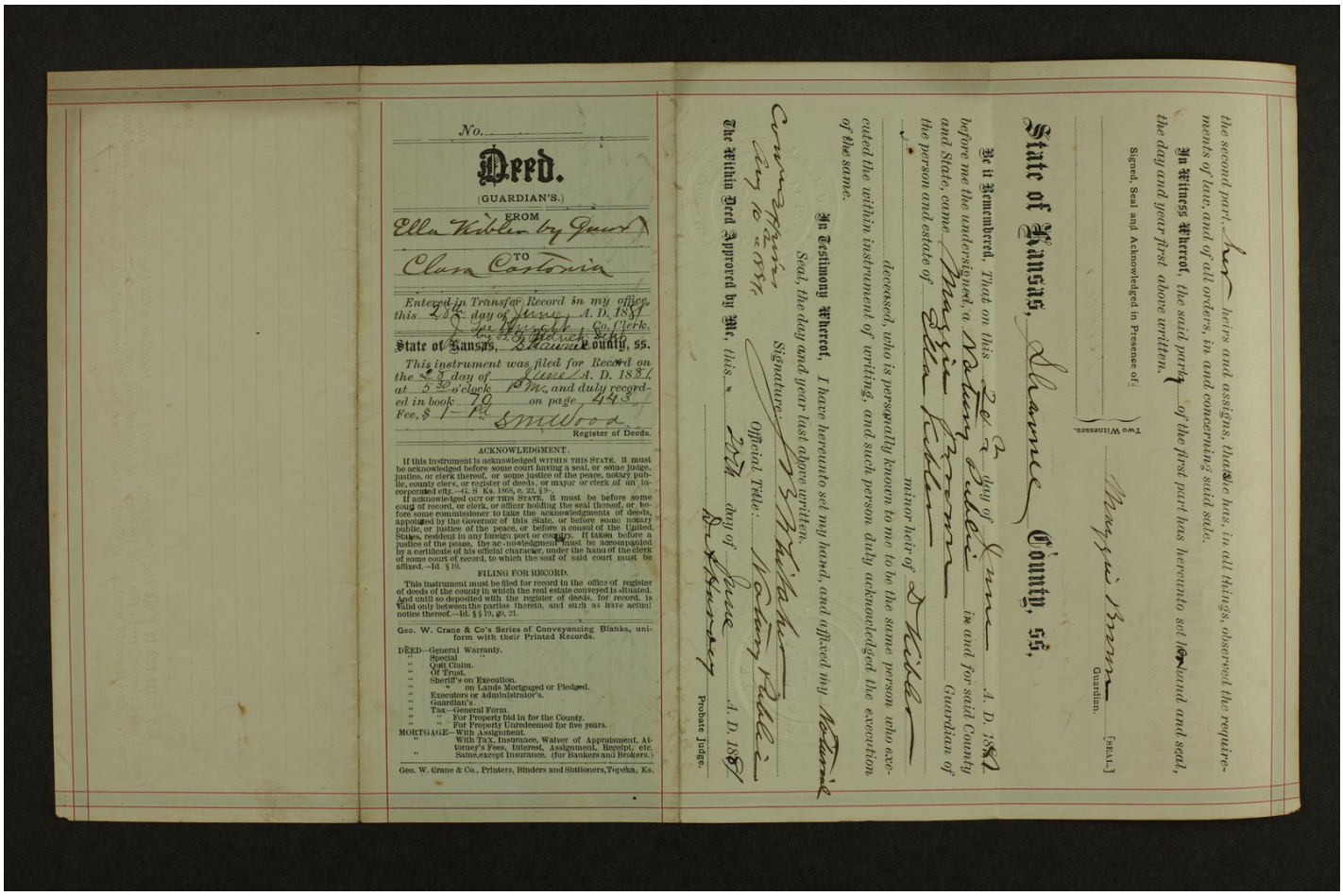
Fifty Dollars,

(the same being more than three-fourths of the appraised value of said real property,) the receipt of which is hereby acknowledged, does, by these presents, Grant, Bargain, Sell and Convey, unto the said party of the second part, her heirs and assigns forever, all the right, title, and interest of said minor in and to all the following described real estate, situated in the County of Shawnee and State of Kansas, to-wit:

The Undivided half of the North half of Lot Three Hundred and Seventy and the Undivided half of Lot Three Hundred and Seventy Two Nebraska Tract City of Topeka

To Have and to Hold the above granted premises, together with the appurtenances and every part thereof, unto the said party of the second part, her heirs and assigns forever. And the said party of the first part do hereby covenant with the said party of

James Barnes Whitaker legal documents



No.

Deed.

(GUARDIAN'S.)

FROM

Ella Kibler by Guard

TO

Clara Cartonia

Entered in Transfer Record in my office, this 23 day of June, A. D. 1881.

[illegible] Co. Clerk.

State of Kansas, Shawnee County, ss.

This instrument was filed for Record on the 23 day of June A. D. 1881 at 5 30 o'clock PM, and duly recorded in book 79 on page 443

Fee, $ 1 - Pd. S M Wood

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, §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 acknowledgments of deeds, appointed by the Governor of this State, or before some notary public, or justices of the peace, or before a 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 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 their Printed Records.

DEED—General Warranty.
" Special "
" Quit Claim.
" Of Trust.
" Sheriff's on Execution.
" " on Lands Mortgaged or Pledged.
" Executors 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 Appraisment, Attorney's Fees, Interest, Assignment, Receipt, etc.
" Same, except Insurance. (for Bankers and Brokers.)

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

the second part, heirs and assigns, that she has, in all things, observed the requirements of law, and of all orders, in and concerning said sale.

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

Signed, Seal and Acknowledged in Presence of

Two Witnesses.

[SEAL.]

Guardian.

State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 22 day of June A. D. 1881 before me the undersigned, a Notary Public in and for said County and State, came Bessie Barnes Guardian of the person and estate of Ella Kibler minor heir of D Kibler deceased, 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.

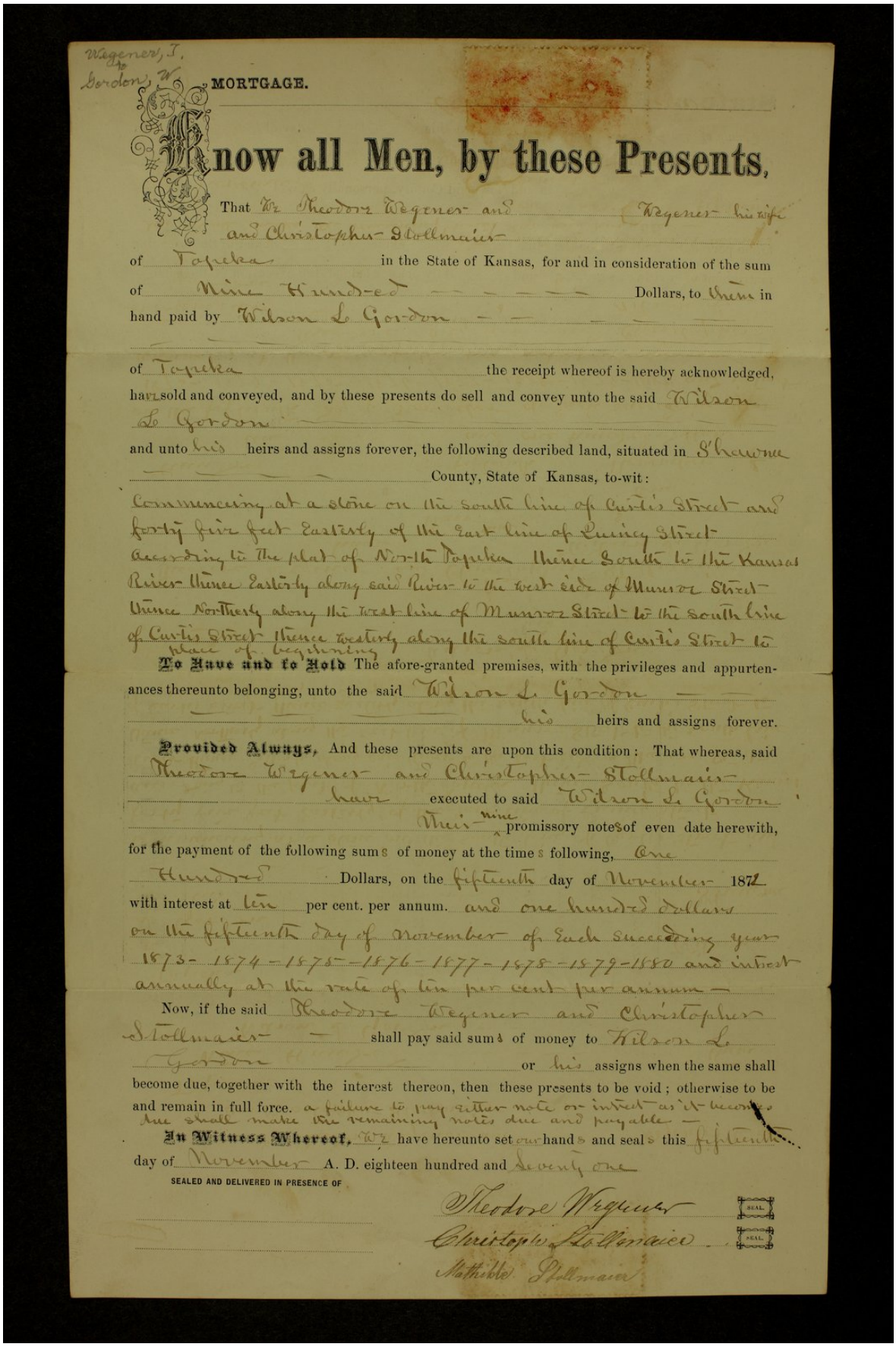
Signature: [illegible]

Official Title: Notary Public

The Within Deed Approved by Me, this 23rd day of June A. D. 1881

[illegible]

Probate Judge.



Wagener, T.
to
Gordon, W.

MORTGAGE.

Know all Men, by these Presents,

That We Theodore Wegener and Wegener his wife and Christopher Stollmaier

of Topeka in the State of Kansas, for and in consideration of the sum of Nine Hundred Dollars, to them in hand paid by Wilson L Gordon

of Topeka the receipt whereof is hereby acknowledged, have sold and conveyed, and by these presents do sell and convey unto the said Wilson L Gordon and unto his heirs and assigns forever, the following described land, situated in Shawnee County, State of Kansas, to-wit:

Commencing at a stone on the south line of Curtis Street and forty five feet Easterly of the East line of Quincy Street according to the plat of North Topeka thence South to the Kansas River thence Easterly along said River to the west side of Munroe Street thence Northerly along the west line of Munroe Street to the South line of Curtis Street thence westerly along the south line of Curtis Street to place of beginning

To Have and to Hold The afore-granted premises, with the privileges and appurtenances thereunto belonging, unto the said Wilson L Gordon his heirs and assigns forever.

Provided Always, And these presents are upon this condition: That whereas, said Theodore Wegener and Christopher Stollmaier have executed to said Wilson L Gordon their nine promissory notes of even date herewith, for the payment of the following sums of money at the times following, One Hundred Dollars, on the fifteenth day of November 1872 with interest at ten per cent. per annum. and one hundred dollars on the fifteenth day of November of Each Succeeding year 1873- 1874 - 1875 - 1876 - 1877 - 1878 - 1879 - 1880 and interest annually at the rate of ten per cent per annum —

Now, if the said Theodore Wegener and Christopher Stollmaier shall pay said sums of money to Wilson L Gordon or his assigns when the same shall become due, together with the interest thereon, then these presents to be void; otherwise to be and remain in full force. a failure to pay either note or interest as it becomes due shall make the remaining notes due and payable —

In Witness Whereof, We have hereunto set our hands and seals this fifteenth day of November A. D. eighteen hundred and Seventy one

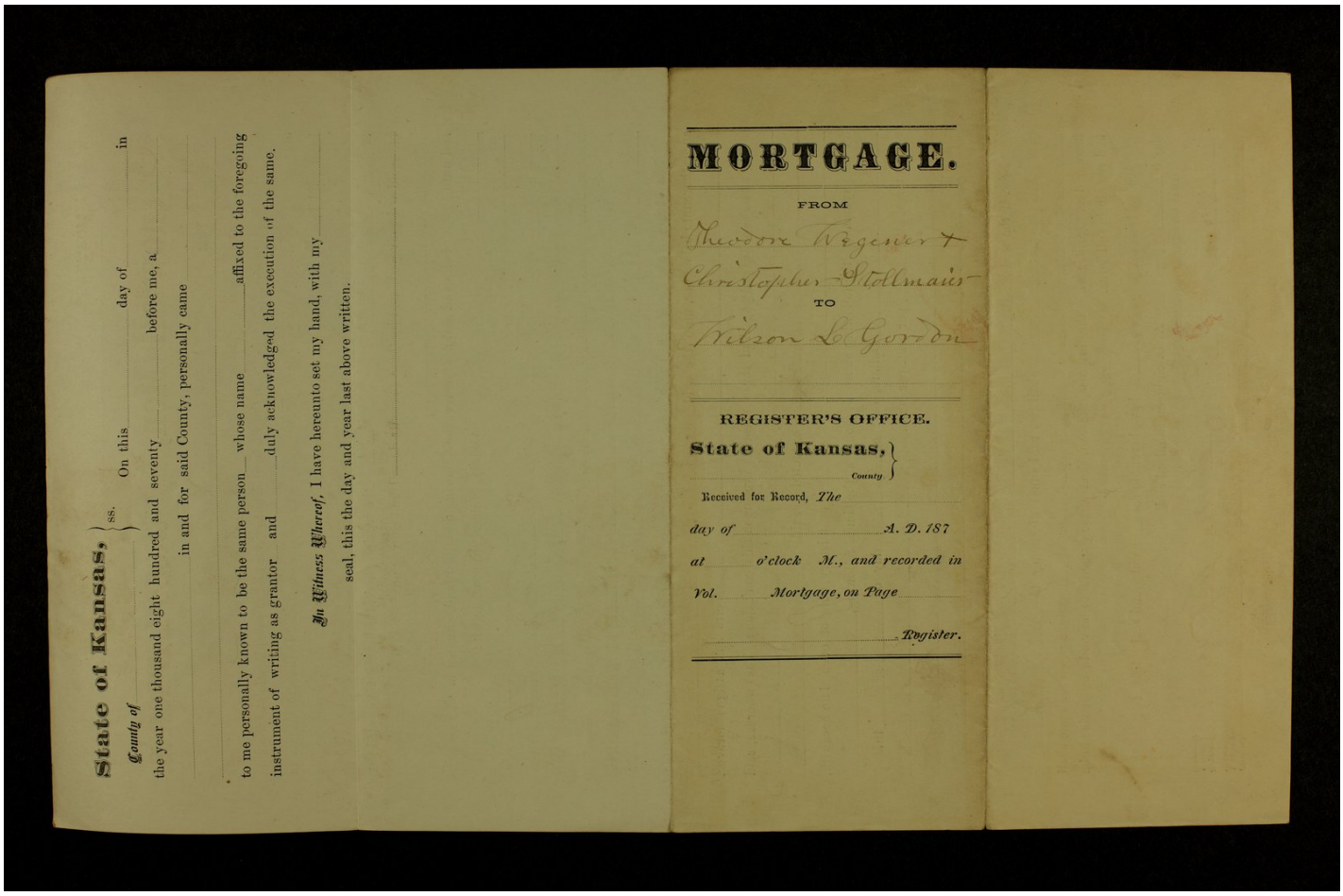
SEALED AND DELIVERED IN PRESENCE OF

Theodore Wegener SEAL.

Christopher Stollmaier SEAL.

Mathilda Stollmaier

James Barnes Whitaker legal documents



State of Kansas, } ss.
County of

On this ____ day of ____ in the year one thousand eight hundred and seventy ____ 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 instrument of writing as grantor and ____ duly acknowledged the execution of the same.

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

MORTGAGE.

FROM

Theodore Wagener &
Christopher Stollmaier

TO

Wilson L. Gordon

REGISTER'S OFFICE.

State of Kansas, } County

Received for Record, *The* ____

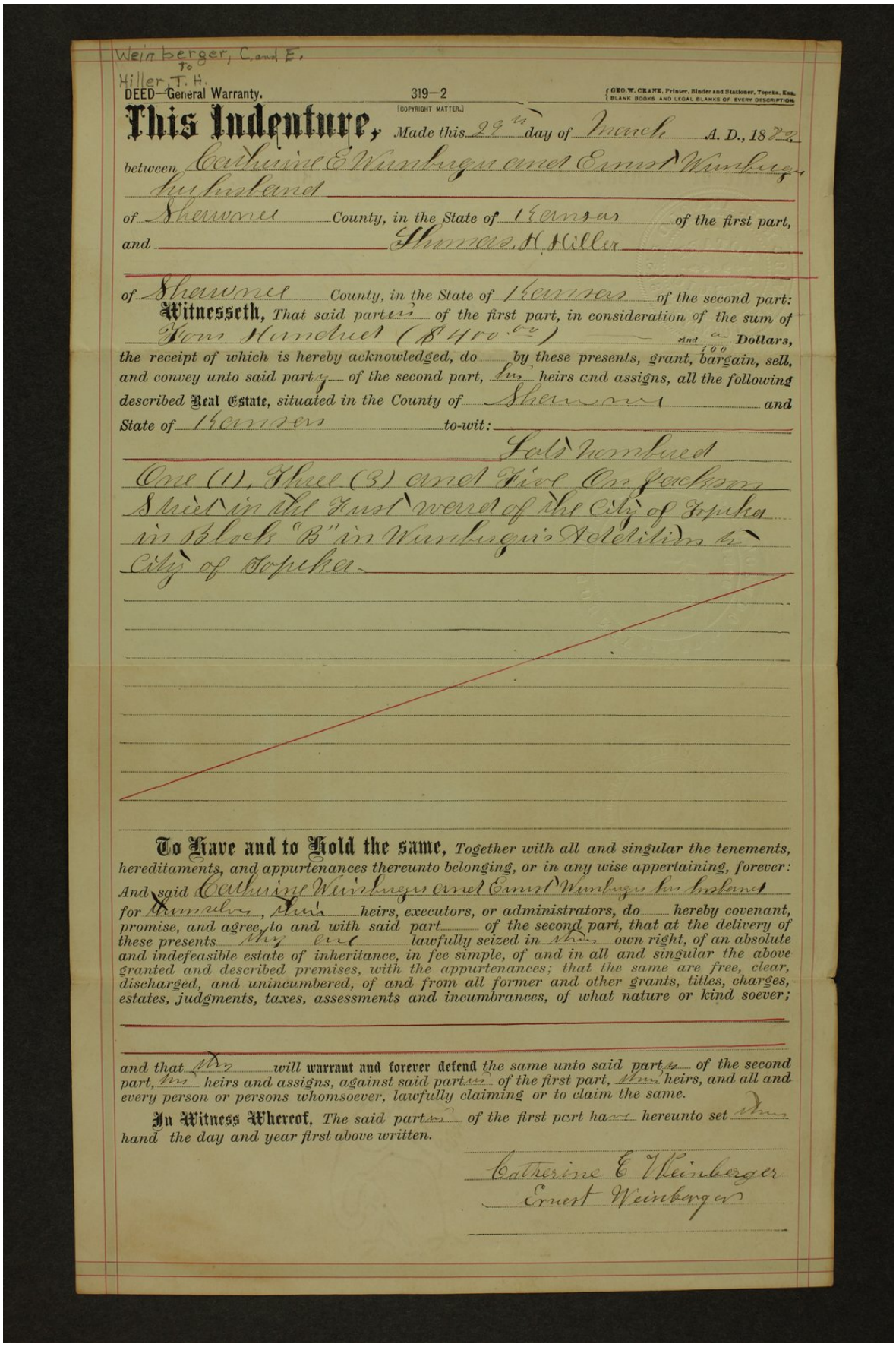
day of ____ *A. D. 187*

at ____ *o'clock* ____ *M., and recorded in*

Vol. ____ *Mortgage, on Page* ____

____ *Register.*

James Barnes Whitaker legal documents



Weinberger, C and E.
To
Hiller, T. H.

DEED—General Warranty. 319—2

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

[COPYRIGHT MATTER.]

This Indenture, Made this 29th day of March A. D., 1879,

between Catherine E Weinberger and Ernst Weinberger husband

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

and Thomas H Hiller

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 Four Hundred ($400.00) And no/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 the County of Shawnee and State of Kansas to-wit:

Lots Numbered One (1), Three (3) and Five (5) on Jackson Street in the East Half of the City of Topeka in Block "B" in Weinberger's Addition to City of Topeka

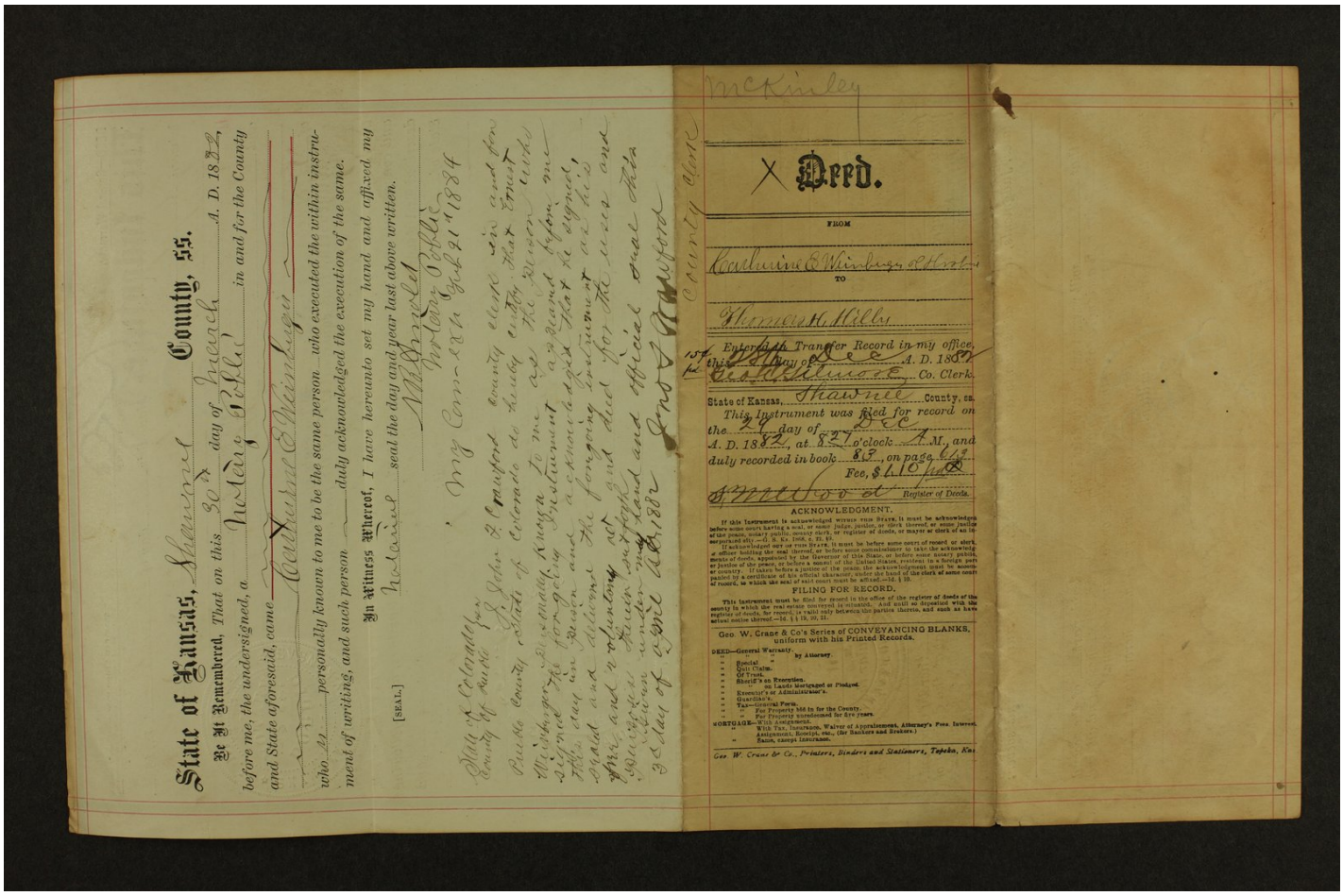
To Have and to Hold the same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever: And said Catherine Weinberger and Ernst Weinberger her husband for themselves, their heirs, executors, or administrators, do hereby covenant, promise, and agree to and with said party 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 party of the second part, his heirs and assigns, against said parties 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 parties of the first part have hereunto set their hand the day and year first above written.

Catherine E Weinberger
Ernst Weinberger

James Barnes Whitaker legal documents



McKinley

X Deed.

FROM

Katherine E. Weinberger et al

TO

Thomas H. Mills

Entered in Transfer Record in my office, this 27 day of Dec A. D. 1882
Geo. W. Glick Co. Clerk.

State of Kansas, Shawnee County, ss.
This Instrument was filed for record on the 27 day of Dec A. D. 1882, at 8 o'clock A. M., and duly recorded in book 85, on page 69
Fee, $1.10 Jud
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. 23, §7.

If acknowledged out of THIS STATE, it must be before some court of record or short, or officer holding the seal thereof, or before a commissioner to take the acknowledgments of deeds, appointed by the Governor of this State, or before some notary public or justice of the peace, judge or clerk of the United States, resident in a foreign part 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 must be executed with the 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 or Executive.
" on Lands Mortgaged or Pledged.
" Executor's or Administrator's.
" Guardian's.
" Tax—General Form.
" For Property sold in for the County.
" For Property condemned for five years.
MORTGAGE—Short Form.
" With Tax, Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc., (for Bankers and Brokers.)
" Farm, Stamp Insurance.

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

State of Kansas, Shawnee County, ss.

Be It Remembered, That on this 30th day of March A. D. 1882, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Katherine E. Weinberger

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

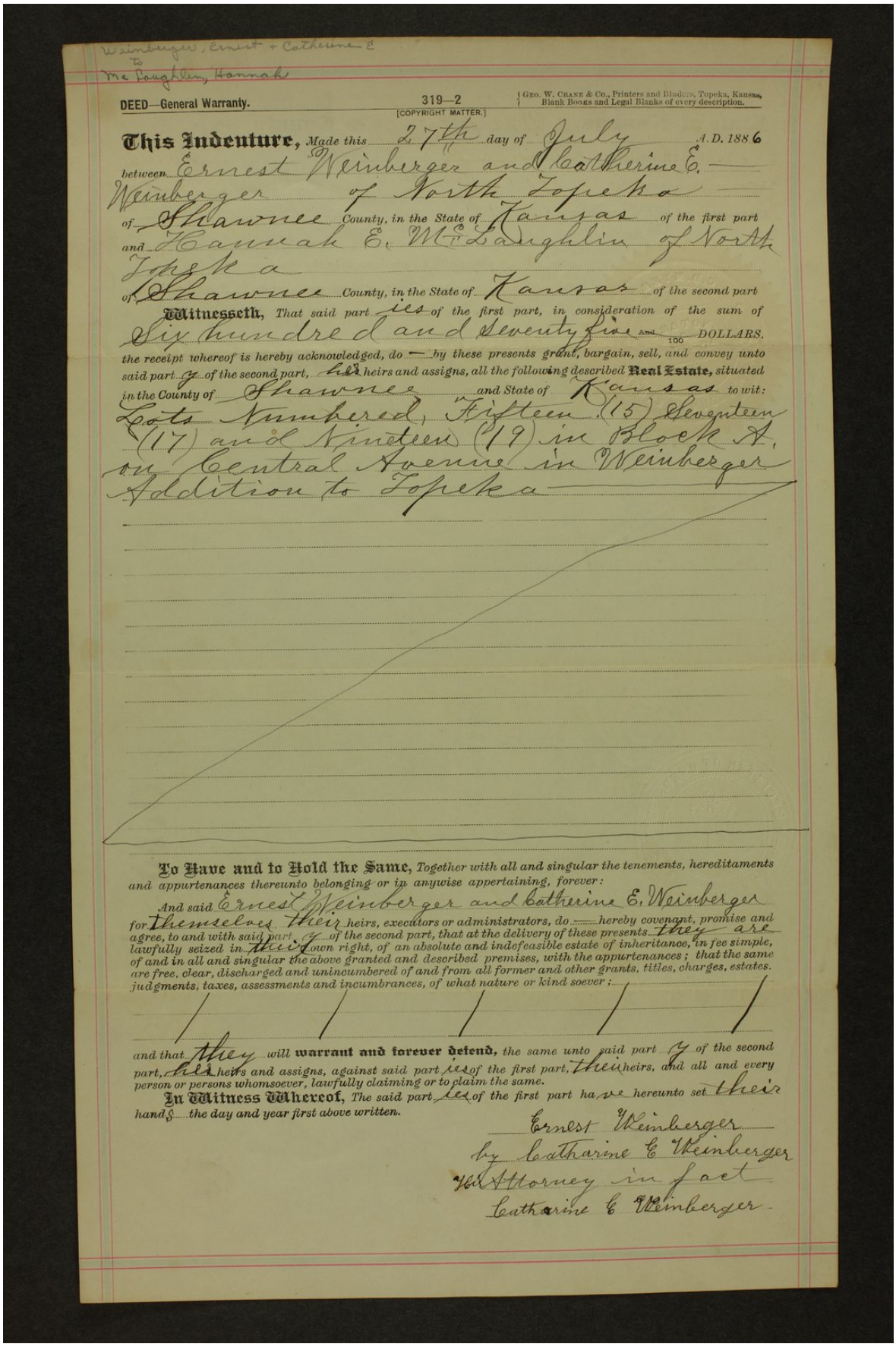
[SEAL.]

Wm. Brazell
Notary Public

My Com. exp. Jan 21 1884

Filed for record on the 27th day of Dec A. D. 1882 at 8 o'clock A. M.

This Deed, Made this 30th day of March A. D. 1882, by and between Katherine E. Weinberger, personally known to me as a married woman, and Simon Weinberger, her husband, of the County of Shawnee and State of Kansas, parties of the first part, and Thomas H. Mills of the County of Shawnee and State of Kansas, party of the second part, Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the following described real estate, situated in the County of Shawnee and State of Kansas, to wit: The south half of the southeast quarter of section twenty-five (25) in township eleven (11) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty (30) in township eleven (11) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section one (1) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northeast quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northeast quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southeast quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section two (2) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section eleven (11) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section eleven (11) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section eleven (11) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section eleven (11) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fourteen (14) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fourteen (14) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fourteen (14) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fourteen (14) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section twenty-three (23) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section twenty-three (23) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section twenty-three (23) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section twenty-three (23) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section twenty-six (26) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section twenty-six (26) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section twenty-six (26) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section twenty-six (26) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section thirty-five (35) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section thirty-five (35) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section thirty-five (35) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty-five (35) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section thirty-six (36) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section thirty-six (36) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section thirty-six (36) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty-six (36) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section thirty-seven (37) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section thirty-seven (37) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section thirty-seven (37) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty-seven (37) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section thirty-eight (38) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section thirty-eight (38) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section thirty-eight (38) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty-eight (38) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section thirty-nine (39) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section thirty-nine (39) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section thirty-nine (39) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section thirty-nine (39) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty (40) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty (40) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty (40) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty (40) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-one (41) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-one (41) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-one (41) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-one (41) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-two (42) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-two (42) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-two (42) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-two (42) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-three (43) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-three (43) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-three (43) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-three (43) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-four (44) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-four (44) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-four (44) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-four (44) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-five (45) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-five (45) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-five (45) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-five (45) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-six (46) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-six (46) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-six (46) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-six (46) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-seven (47) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-seven (47) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-seven (47) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-seven (47) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-eight (48) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-eight (48) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-eight (48) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-eight (48) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section forty-nine (49) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section forty-nine (49) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section forty-nine (49) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section forty-nine (49) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty (50) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty (50) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty (50) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty (50) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-one (51) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-one (51) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-one (51) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-one (51) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-two (52) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-two (52) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-two (52) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-two (52) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-three (53) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-three (53) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-three (53) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-three (53) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-four (54) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-four (54) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-four (54) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-four (54) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-five (55) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-five (55) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-five (55) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-five (55) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-six (56) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-six (56) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-six (56) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-six (56) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-seven (57) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-seven (57) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-seven (57) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-seven (57) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-eight (58) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-eight (58) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-eight (58) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-eight (58) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section fifty-nine (59) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section fifty-nine (59) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section fifty-nine (59) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section fifty-nine (59) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty (60) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty (60) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty (60) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty (60) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-one (61) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-one (61) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-one (61) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-one (61) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-two (62) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-two (62) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-two (62) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-two (62) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-three (63) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-three (63) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-three (63) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-three (63) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-four (64) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-four (64) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-four (64) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-four (64) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-five (65) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-five (65) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-five (65) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-five (65) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-six (66) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-six (66) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-six (66) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-six (66) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-seven (67) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-seven (67) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-seven (67) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-seven (67) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-eight (68) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-eight (68) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-eight (68) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-eight (68) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section sixty-nine (69) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section sixty-nine (69) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section sixty-nine (69) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section sixty-nine (69) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy (70) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy (70) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy (70) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy (70) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-one (71) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-one (71) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-one (71) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-one (71) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-two (72) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-two (72) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-two (72) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-two (72) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-three (73) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-three (73) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-three (73) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-three (73) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-four (74) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-four (74) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-four (74) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-four (74) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-five (75) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-five (75) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-five (75) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-five (75) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-six (76) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-six (76) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-six (76) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-six (76) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the northwest quarter of section seventy-seven (77) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the northwest quarter of section seventy-seven (77) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the north half of the southwest quarter of section seventy-seven (77) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according to the United States survey thereof. Also the south half of the southwest quarter of section seventy-seven (77) in township twelve (12) south of range fifteen (15) east of the sixth principal meridian, containing eighty acres more or less according



Weinberger, Ernest + Catherine E.
to
McLaughlin, Hannah

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 27th day of July A. D. 1886 between Ernest Weinberger and Catherine E. Weinberger of North Topeka of Shawnee County, in the State of Kansas of the first part and Hannah E. McLaughlin of North Topeka 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 Six hundred and Seventy five and 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, her heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to wit: Lots Numbered, Fifteen (15) Seventeen (17) and Nineteen (19) in Block A. on Central Avenue in Weinberger Addition to Topeka

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

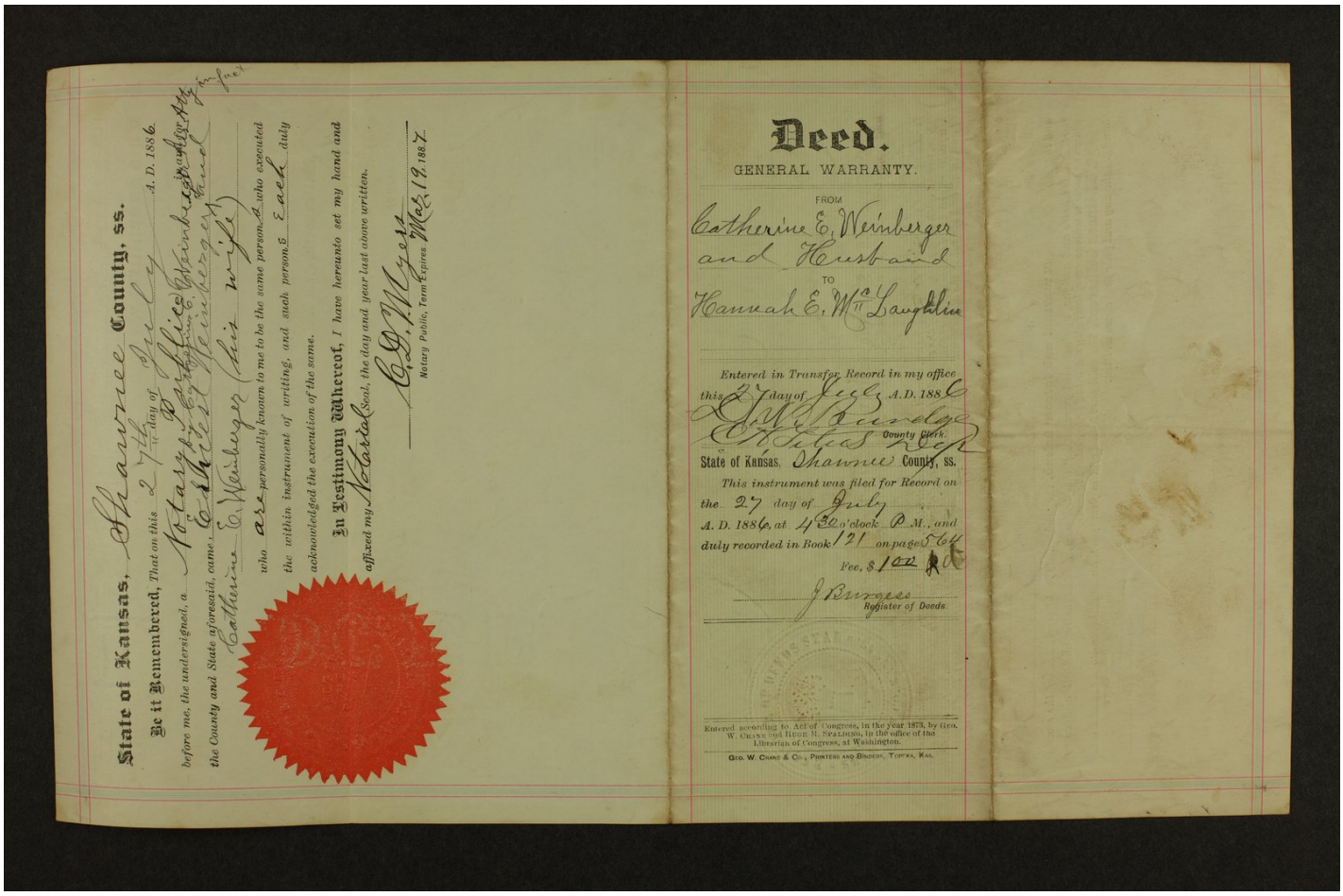
And said Ernest Weinberger and Catherine E. Weinberger for themselves their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible 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, her 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.

Ernest Weinberger
by Catharine E. Weinberger
his Attorney in fact
Catharine E. Weinberger.

James Barnes Whitaker legal documents



State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 27th day of July A. D. 1886. before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Catherine E. Weinberger (her maiden name) Catherine E. Whitaker wife of Henry Weinberger who are personally known to me to be the same person s who executed the within instrument of writing, and such person s each 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.

C. G. W. Cross
Notary Public, Term Expires March 19, 1887.

Deed.

GENERAL WARRANTY.

FROM

Catherine E. Weinberger and Husband

TO

Hannah E. McLaughlin

Entered in Transfer Record in my office this 27 day of July A. D. 1886

County Clerk.

State of Kansas, Shawnee County, ss.

This instrument was filed for Record on the 27 day of July A. D. 1886, at 4:30 o'clock P. M., and duly recorded in Book 121 on page 564

Fee, $1.00

J Burgess
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.

White,

This Agreement, Made at Topeka in the County of Shawnee State of Kansas, on the Second day of March 1872 between

of the first part, and White of Topeka aforesaid

of the second part,

Witnesseth, That the party of the first part does hereby agree to sell unto the party of the second part, his heirs and assigns, that tract or parcel of land situate in the County of Shawnee State of Kansas, and described as follows: Commencing at the South West corner of that tract of land belonging to this grantor being a part of Kaw Half Breed Reserve Number Four and being fifty chains South and eighteen chains West of the North East Corner of said Reserve from thence North along the West line of said Kemptons land One hundred and three feet thence East one hundred and ninety three feet thence Southerly one hundred and fourteen feet to the South line of said Kemptons land thence West Eighty four feet to place of beginning together with the hereditaments and appurtenances thereto belonging for the sum of

Five hundred Dollars, which the said party of the second part agrees to pay the party of the first part, as follows: To wit six monthly payments of not less than Ninety five Dollars the first payment to become due and payable on the and on the fourteenth day of each month thereafter until fourteenth day of March 1872, the said sum of five hundred dollars ~~and~~ interest at the rate of ten per cent per annum from date shall be paid

And the said party of the first part, on receiving the said sum and interest, payable as aforesaid, at the time and in the manner aforesaid, agree to execute and deliver unto the said party of the second part, a good and sufficient deed conveying the said land to said White his heirs and assigns; but if the said party of the second part shall fail to perform this contract, or any part thereof, the party of the first part may at her option, declare the same void, and retain any payment made thereon.

It is also further mutually agreed that this Agreement shall extend to, and bind the heirs, executors, administrators and assigns of the respective parties.

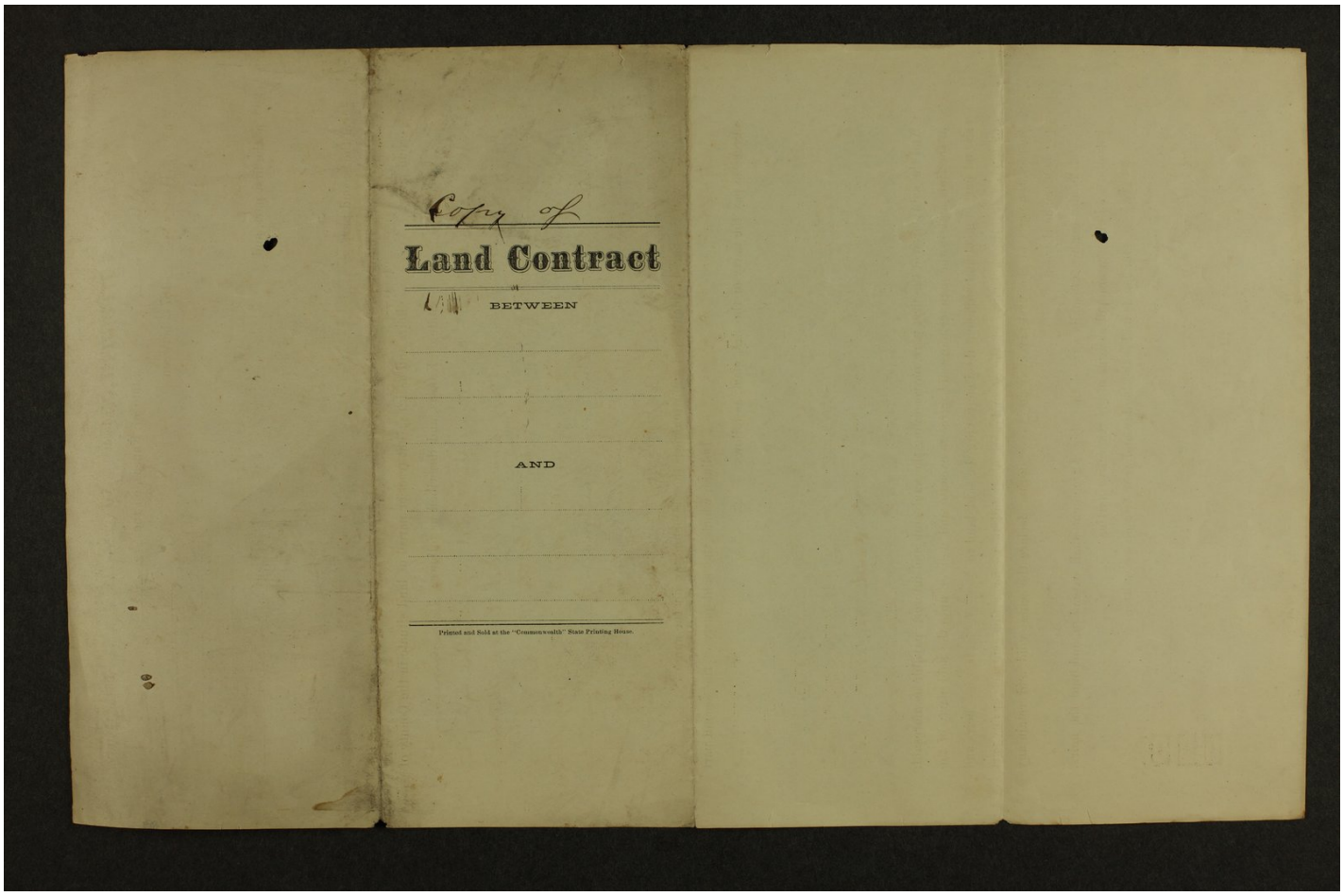
Witness, Our hands and seals the day and year first above written.

IN PRESENCE OF

J.B. Whitaker

SEAL.
SEAL.
SEAL.

James Barnes Whitaker legal documents



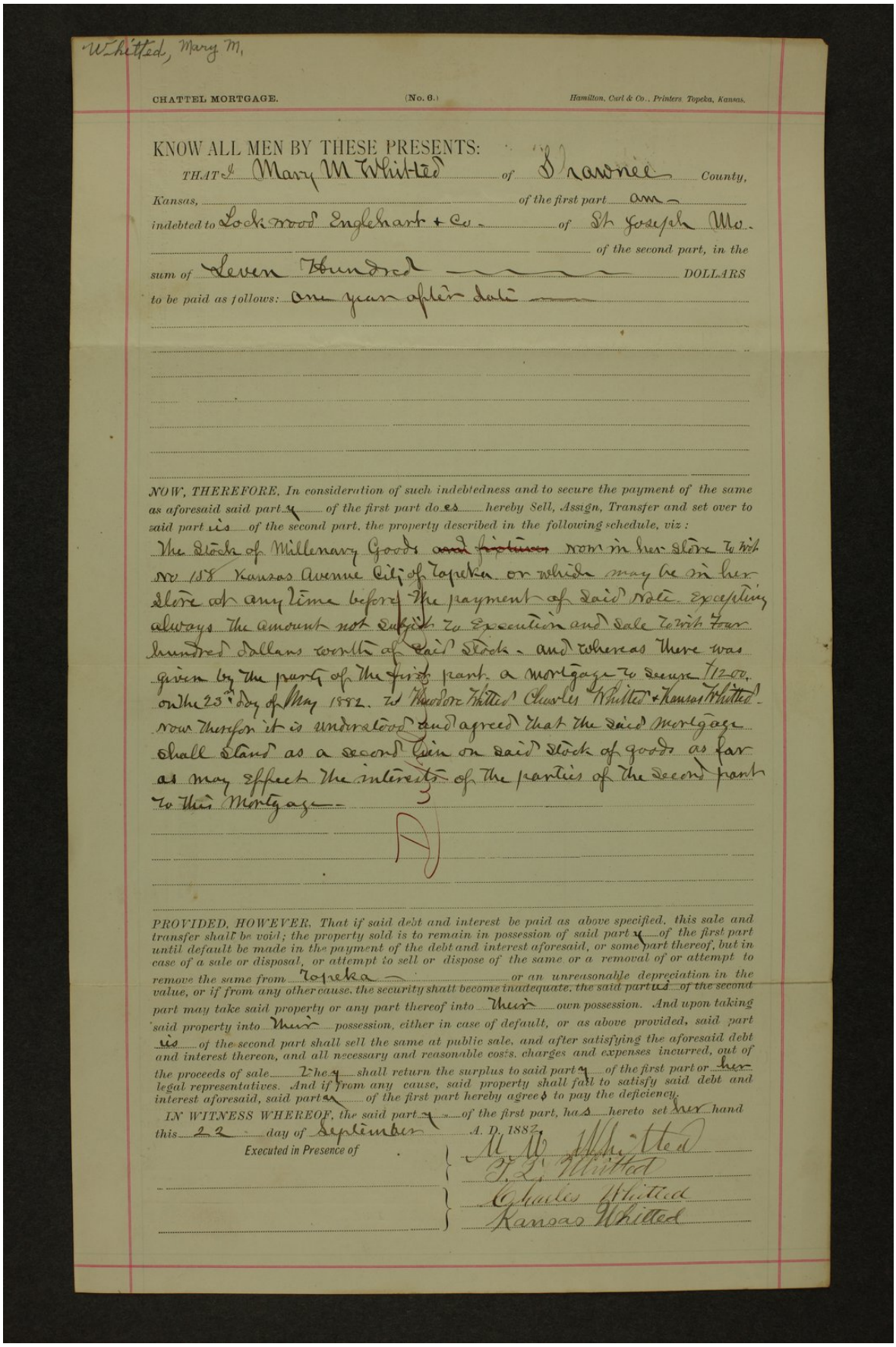
Copy of

Land Contract

BETWEEN

AND

Printed and Sold at the "Commonwealth" State Printing House.



Whitted, Mary M.

CHATTEL MORTGAGE. (No. 6.) Hamilton, Curl & Co., Printers Topeka, Kansas.

KNOW ALL MEN BY THESE PRESENTS:

THAT I Mary M Whitted of Shawnee County, Kansas, of the first part am indebted to Lockwood Englehart + Co. of St Joseph Mo. of the second part, in the sum of Seven Hundred DOLLARS to be paid as follows: one year after date

NOW, THEREFORE, In consideration of such indebtedness and to secure the payment of the same as aforesaid said part y of the first part do es hereby Sell, Assign, Transfer and set over to said part ies of the second part, the property described in the following schedule, viz:

The Stock of Millenary Goods ~~and fixtures~~ now in her store to wit no 158 Kansas Avenue City of Topeka or which may be in her store at any time before the payment of said note excepting always the amount not subject to Execution and sale to wit four hundred Dollars worth of said Stock - and whereas there was given by the party of the first part a mortgage to secure $120.00 on the 23rd day of May 1882. to Theodore Whitted Charles Whitted + Kansas Whitted now therefor it is understood and agreed that the said mortgage shall stand as a second lien on said Stock of goods as far as may effect the interests of the parties of the second part to this Mortgage

PROVIDED, HOWEVER, That if said debt and interest be paid as above specified, this sale and transfer shall be void; the property sold is to remain in possession of said part y of the first part until default be made in the payment of the debt and interest aforesaid, or some part thereof, but in case of a sale or disposal, or attempt to sell or dispose of the same or a removal of or attempt to remove the same from Topeka or an unreasonable depreciation in the value, or if from any other cause, the security shall become inadequate, the said parties of the second part may take said property or any part thereof into their own possession. And upon taking said property into their possession, either in case of default, or as above provided, said part ies of the second part shall sell the same at public sale, and after satisfying the aforesaid debt and interest thereon, and all necessary and reasonable costs, charges and expenses incurred, out of the proceeds of sale, They shall return the surplus to said part y of the first part or her legal representatives. And if from any cause, said property shall fail to satisfy said debt and interest aforesaid, said part y of the first part hereby agree s to pay the deficiency.

IN WITNESS WHEREOF, the said part y of the first part, has hereto set her hand this 22 day of September A. D. 1887.

Executed in Presence of

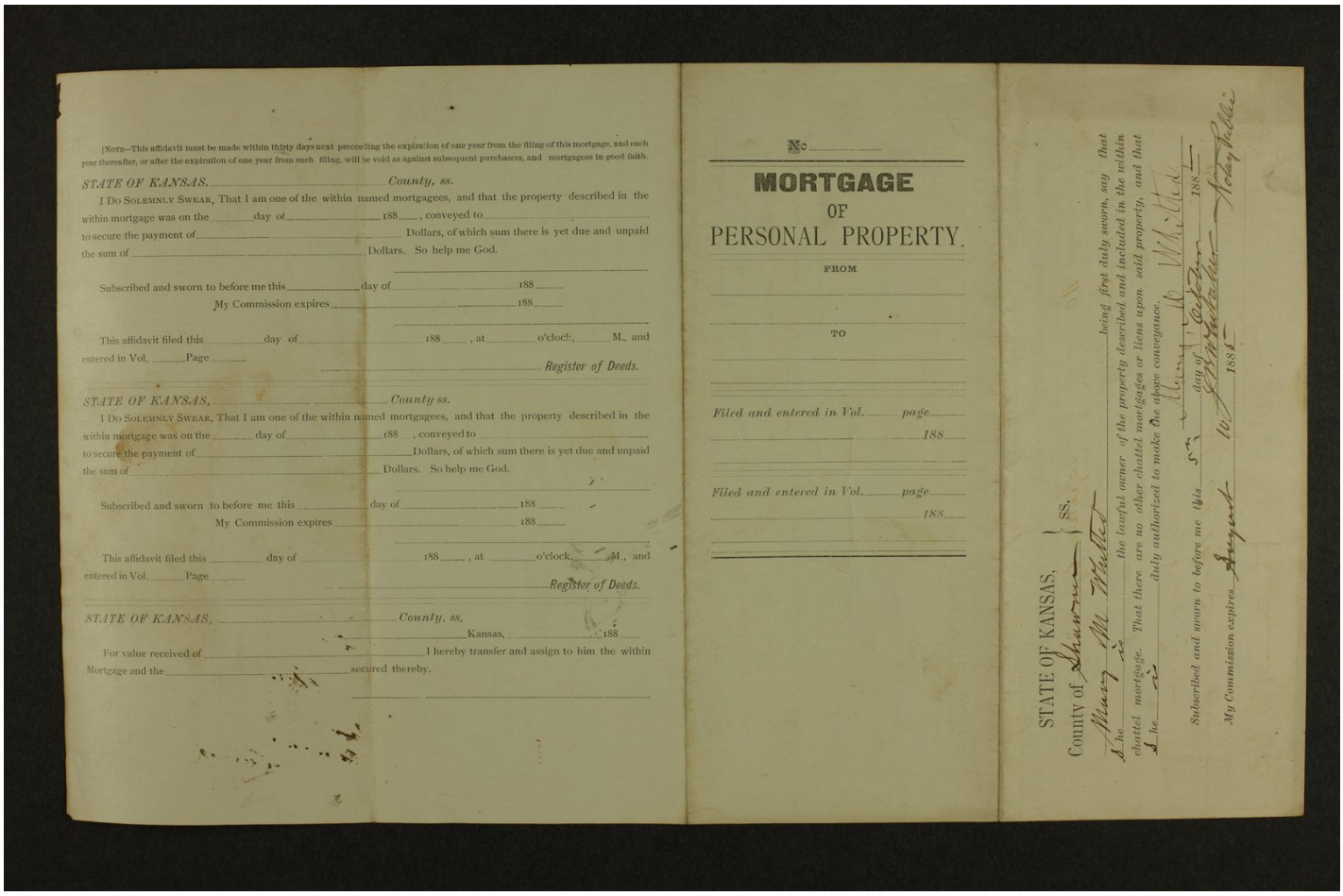
M M Whitted

T. L. Whitted

Charles Whitted

Kansas Whitted

James Barnes Whitaker legal documents



[NOTE—This affidavit must be made within thirty days next preceeding the expiration of one year from the filing of this mortgage, and each year thereafter, or after the expiration of one year from such filing, will be void as against subsequent purchasers, and mortgagees in good faith.

STATE OF KANSAS, ... *County, ss.*

I DO SOLEMNLY SWEAR, That I am one of the within named mortgagees, and that the property described in the within mortgage was on the ..... day of ..... 188..... , conveyed to ..... to secure the payment of ..... Dollars, of which sum there is yet due and unpaid the sum of ..... Dollars. So help me God.

Subscribed and sworn to before me this ..... day of ..... 188.....

My Commission expires ..... 188.....

This affidavit filed this ..... day of ..... 188..... , at ..... o'clock ..... M., and entered in Vol. ..... Page .....

Register of Deeds.

STATE OF KANSAS, ... *County ss.*

I DO SOLEMNLY SWEAR, That I am one of the within named mortgagees, and that the property described in the within mortgage was on the ..... day of ..... 188 , conveyed to ..... to secure the payment of ..... Dollars, of which sum there is yet due and unpaid the sum of ..... Dollars. So help me God.

Subscribed and sworn to before me this ..... day of ..... 188.....

My Commission expires ..... 188.....

This affidavit filed this ..... day of ..... 188..... , at ..... o'clock ..... M., and entered in Vol. ..... Page .....

Register of Deeds.

STATE OF KANSAS, ... *County. ss.*

..... Kansas, ... 188.....

For value received of ..... I hereby transfer and assign to him the within Mortgage and the ..... secured thereby.

No .....

MORTGAGE

OF

PERSONAL PROPERTY.

FROM

TO

Filed and entered in Vol. ..... *page* .....

..... *188*.....

Filed and entered in Vol. ..... *page* .....

..... *188*.....

STATE OF KANSAS, } ss.

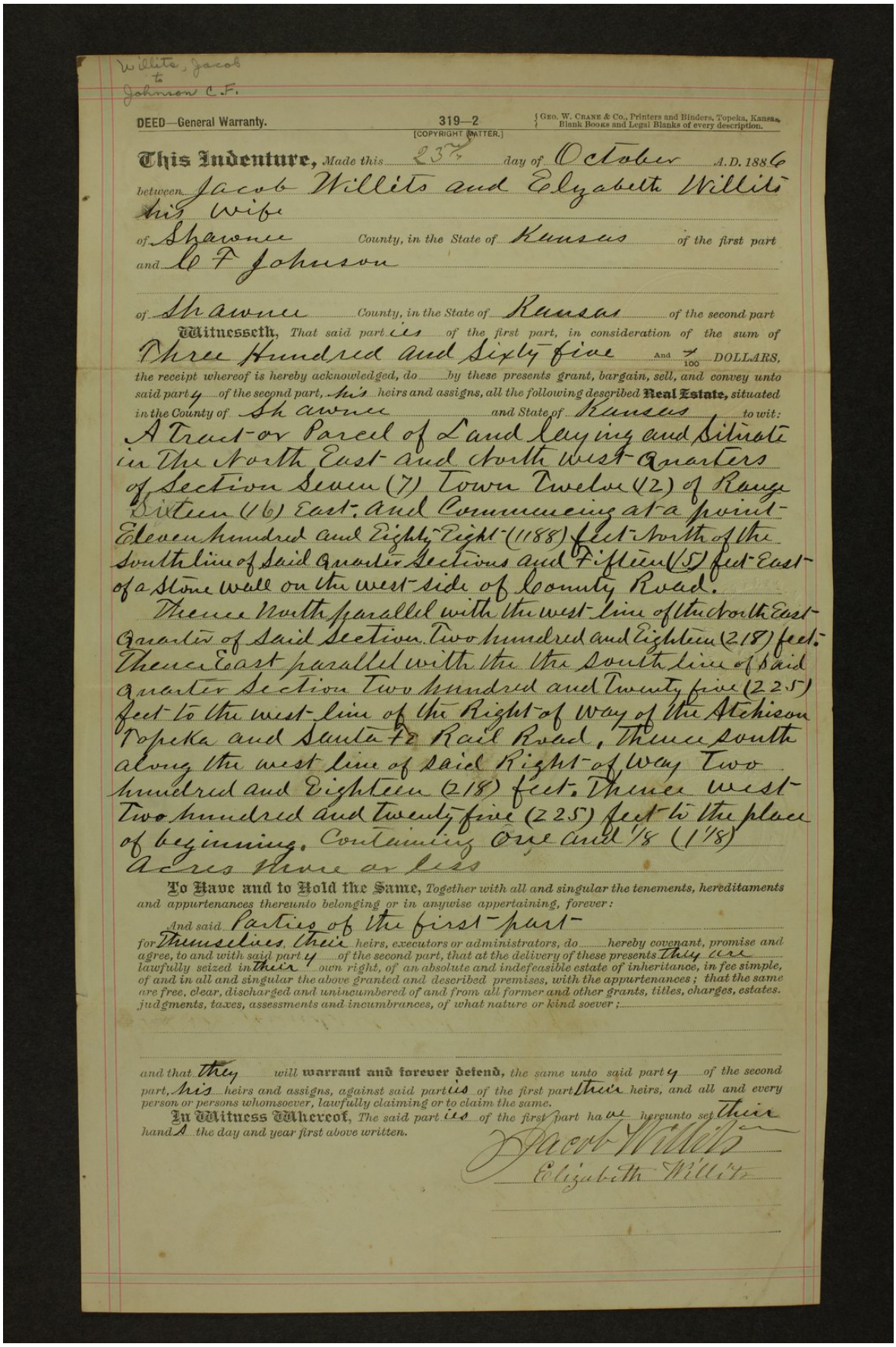
County of Shawnee }

I, James B. Whitaker ..... being first duly sworn, say that I am ..... the lawful owner of the property described and included in the within chattel mortgage. That there are no other chattel mortgages or liens upon said property, and that I am ..... duly authorized to make the above conveyance.

Subscribed and sworn to before me this 5th day of October 188 4

My Commission expires August 16th 1884

Notary Public



Willits, Jacob
to
Johnson C.F.

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 23rd day of October A.D. 1886
between Jacob Willits and Elizabeth Willits his wife
of Shawnee County, in the State of Kansas of the first part
and C F Johnson
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 Three Hundred and Sixty five And 7/100 DOLLARS, the receipt whereof 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 the County of Shawnee and State of Kansas to wit:

A Tract or Parcel of Land lying and Situate in the North East and North West Quarters of Section Seven (7) Town Twelve (12) of Range Sixteen (16) East. and Commencing at a point Eleven hundred and Eighty Eight (1188) feet North of the South line of said Quarter Sections and Fifteen (15) feet East of a Stone Wall on the west side of County Road.

Thence North parallel with the west line of the North East Quarter of said Section Two hundred and Eighteen (218) feet. Thence East parallel with the the South line of said quarter Section Two hundred and Twenty five (225) feet to the west line of the Right of Way of the Atchison Topeka and Santa Fe Rail Road. Thence South along the west line of said Right of Way Two hundred and Eighteen (218) feet. Thence West Two hundred and twenty five (225) feet to the place of beginning. Containing One and 1/8 (1 1/8) 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:

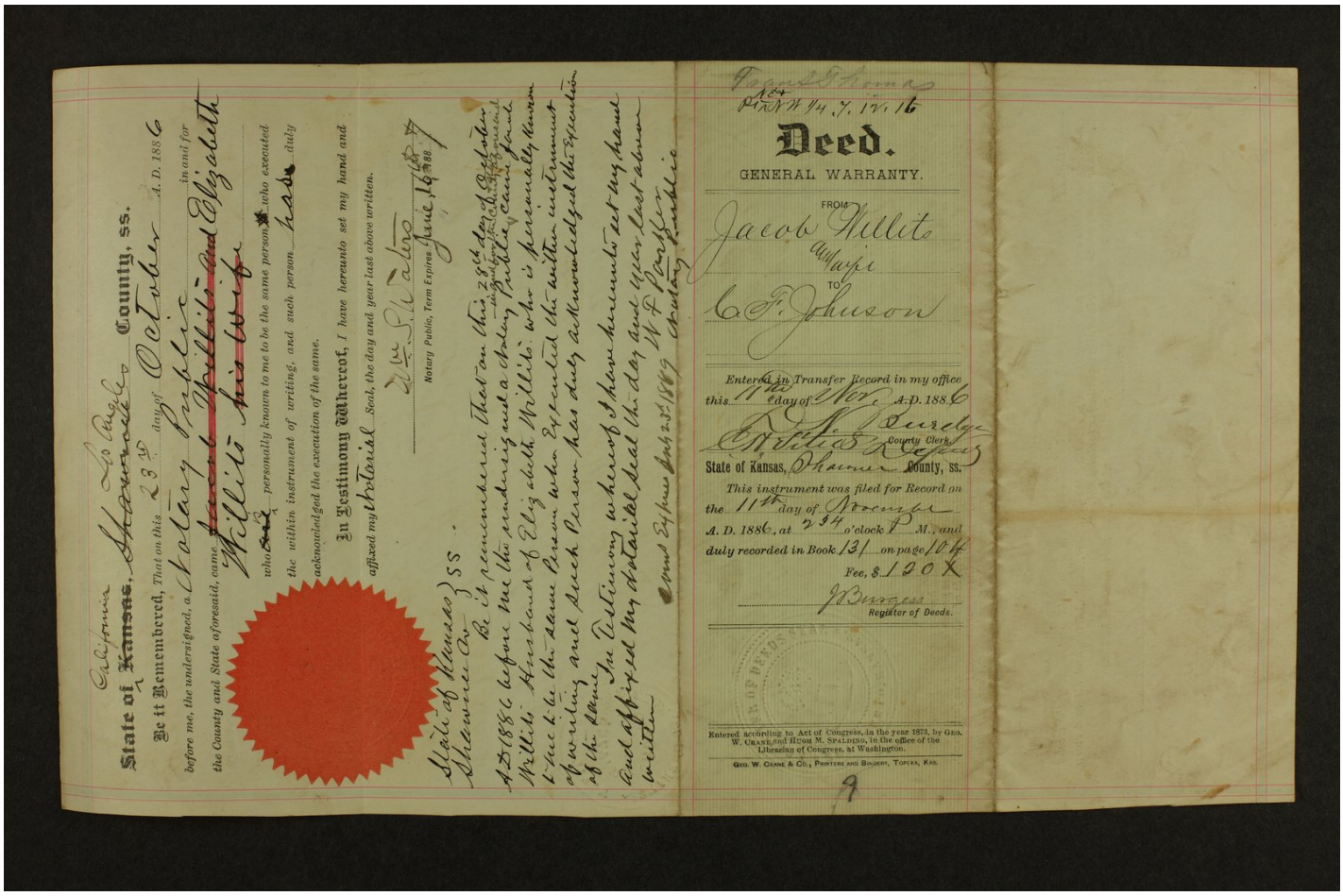
And said Parties of the first part for themselves their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, 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 party of the second part, his heirs and assigns, against said parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Jacob Willits
Elizabeth Willits

James Barnes Whitaker legal documents



Deed.

GENERAL WARRANTY.

FROM

Jacob Willits

and wife

TO

C. F. Johnson

Entered in Transfer Record in my office this 11th day of Nov. A.D. 1886

County Clerk.

State of Kansas, Shawnee County, ss.

This instrument was filed for Record on the 11th day of November A. D. 1886, at 2 34 o'clock P. M., and duly recorded in Book 131 on page 104

Fee, $1.20

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.

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

9

State of Kansas, } ss.
Shawnee Co.

Be it remembered, That on this 28th day of October A. D. 1886 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jacob Willits and Elizabeth Willits his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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 June 16 1888

State of Kansas, } ss.
Shawnee Co.

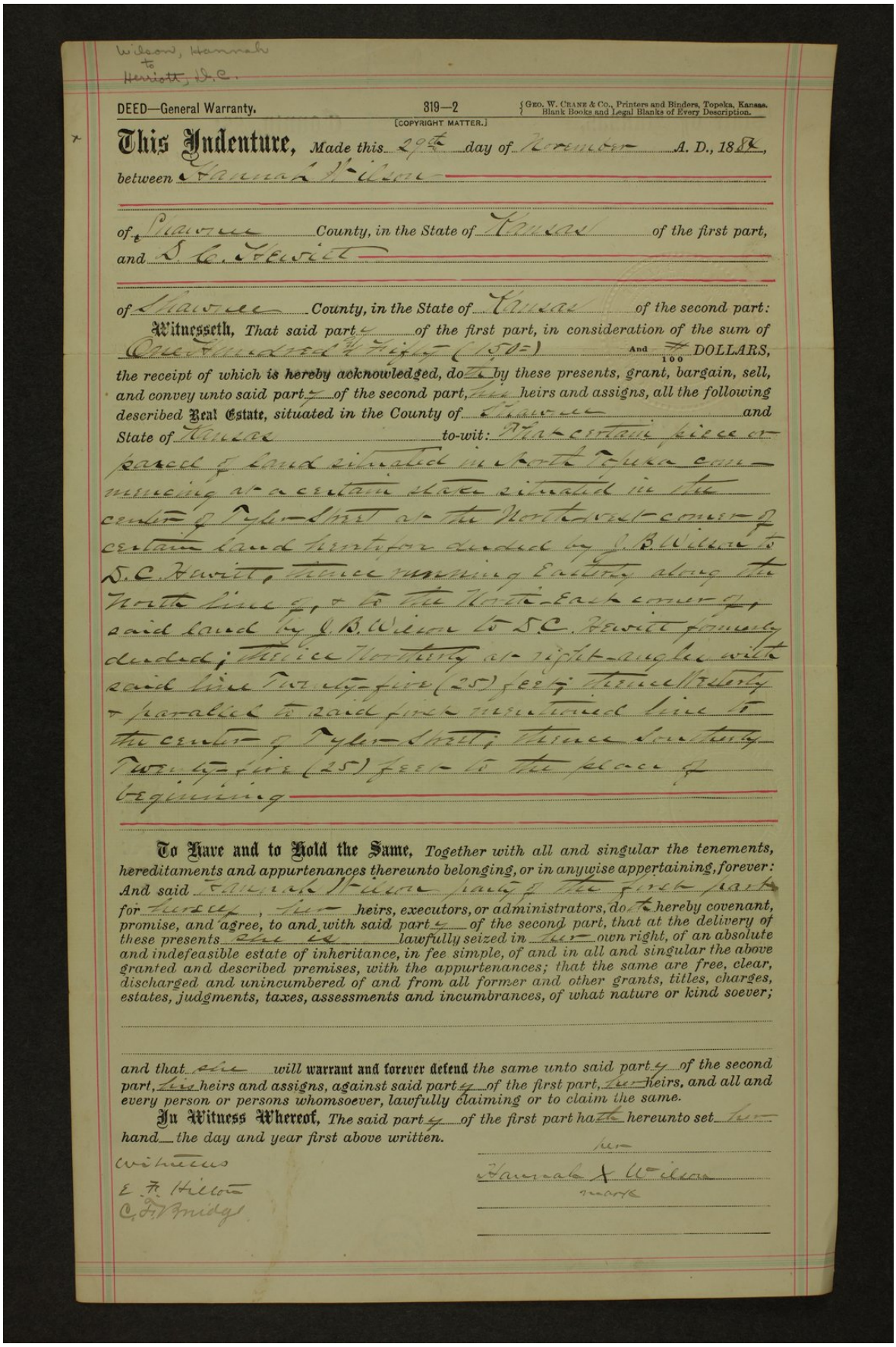
Be it remembered, That on this 28th day of October A.D. 1886 before me the undersigned a Notary Public came Jacob Willits husband of Elizabeth Willits who is personally known to me to be the same person who executed the within instrument of writing and such person has duly acknowledged the execution of the same.

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

And Expires June 23rd 1889

W. F. Parker
Notary Public

James Barnes Whitaker legal documents



Wilson, Hannah
to
Hewitt, S.C.

DEED—General Warranty. 319—2 {Geo. W. Crane & Co., Printers and Binders, Topeka, Kansas. Blank Books and Legal Blanks of Every Description.

[COPYRIGHT MATTER.]

This Indenture, *Made this* 29th *day of* November *A. D., 18*8*,*

between Hannah Wilson

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

and S. C. Hewitt

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* One Hundred & Fifty (150) *And* $\frac{00}{100}$ *DOLLARS, the receipt of which is hereby acknowledged, do* th *by these presents, grant, bargain, sell, and convey unto said part* y *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:* The certain piece or parcel of land situated in Auburn Twp commencing at a certain stake situated in the center of Tyler Street at the Northwest corner of certain land heretofore conveyed by J. B. Wilson to S. C. Hewitt, thence running Easterly along the North line of & to the North East corner of said land by J. B. Wilson to S. C. Hewitt formerly deeded; thence Northerly at right angles with said line Twenty five (25) feet; thence Westerly & parallel to said first mentioned line to the center of Tyler Street; thence Southerly Twenty five (25) feet to the place of 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* Hannah Wilson *party of the first part, for* herself, *her heirs, executors, or administrators, do* th *hereby covenant, promise, and agree, to and with said part* y *of the second part, that at the delivery of these presents* she is *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;*

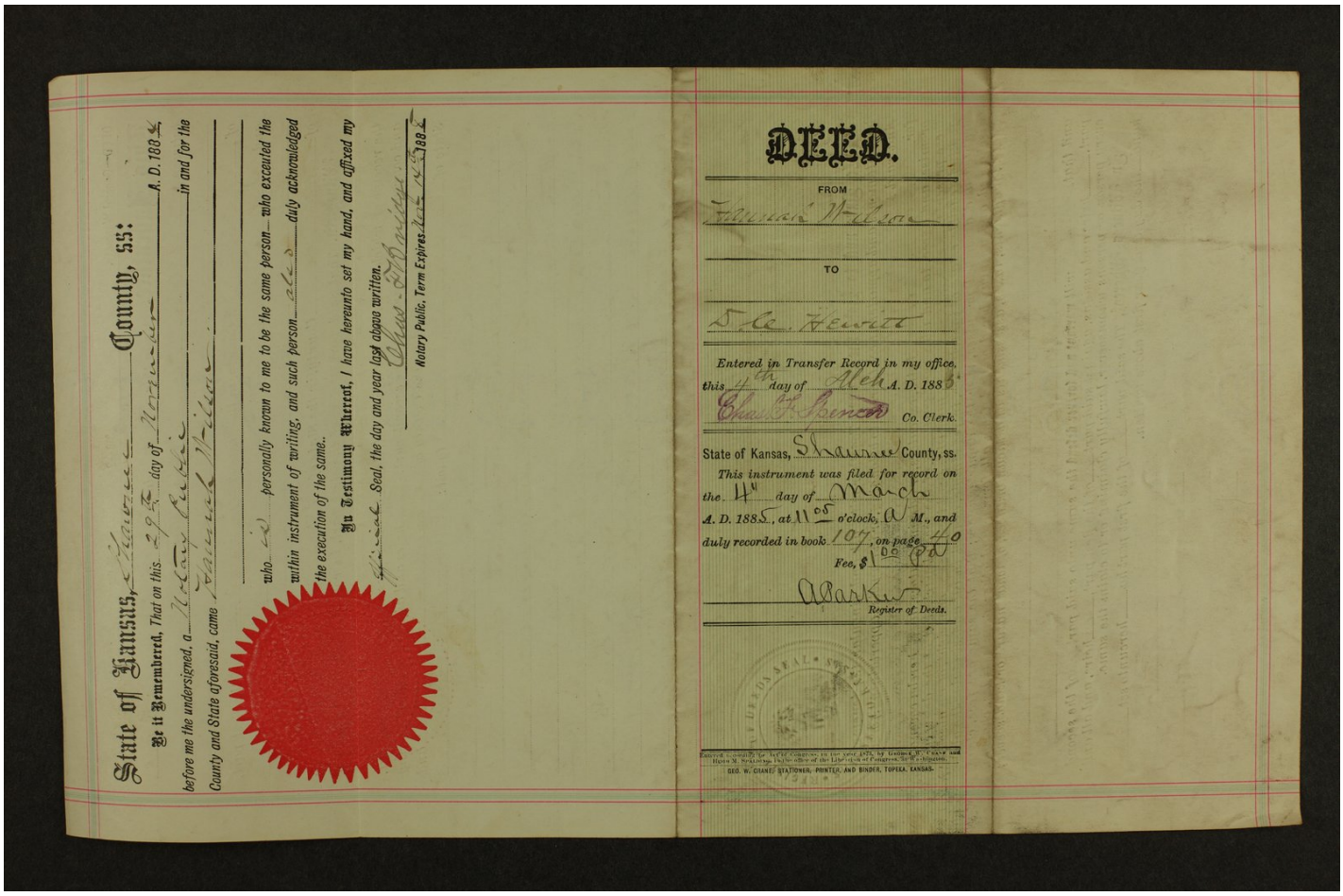
and that she *will* **warrant and forever defend** *the same unto said part* y *of the second part,* his *heirs and assigns, against said part* y *of the first part,* her *heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.*

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

her
Hannah X Wilson
mark

Witness
E. M. Hilton
C. F. Bridges

James Barnes Whitaker legal documents



DEED.

FROM

Edward Wilson

TO

S. C. Hewett

Entered in Transfer Record in my office, this 4th day of Mch A. D. 1885

Chas. F. Spencer Co. Clerk.

State of Kansas, Shawnee County, ss.

This instrument was filed for record on the 4th day of March A. D. 1885, at 11 o'clock, A M., and duly recorded in book 107, on page 40

Fee, $1.00 pd

Adams Register of Deeds.

State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 27th day of February A. D. 1885 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Edward Wilson

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

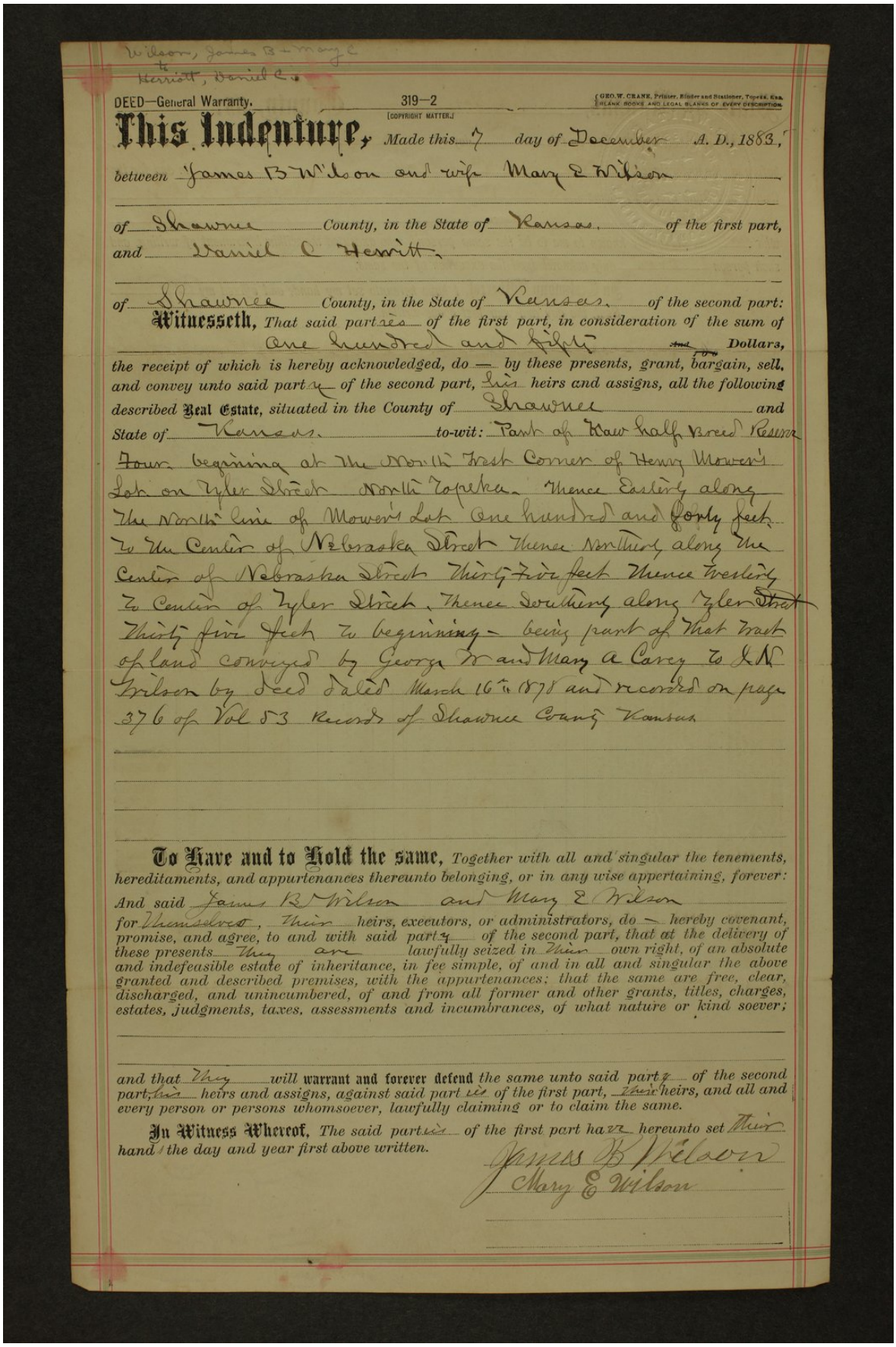
In Testimony Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year last above written.

Edward F. Bradley

Notary Public. Term Expires Dec 12 1885

Entered according to Act of Congress, in the year 1876, by Geo. W. Crane and Hiram M. Stanley, in the office of the Librarian of Congress, at Washington.

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



Wilson, James B + Mary E
to
Merritt, Daniel C.

DEED—General Warranty. 319—2

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

[COPYRIGHT MATTER.]

This Indenture, Made this 7 day of December A. D., 1883,

between James B Wilson and wife Mary E Wilson

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

and Daniel C Merritt,

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 fifty ~~and~~ 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 the County of Shawnee and State of Kansas, to-wit: Part of Kaw half Breed Reserve Four beginning at the North West Corner of Henry Mower's Lot on Tyler Street North Topeka Thence Easterly along the North line of Mower's Lot One hundred and forty feet to the Center of Nebraska Street Thence Northerly along the Center of Nebraska Street Thirty five feet Thence Westerly to Center of Tyler Street, Thence Southerly along Tyler Street Thirty five feet to beginning being part of that tract of land conveyed by George W and Mary A Carey to J N Wilson by Deed Dated March 16th 1878 and recorded on page 376 of Vol 53 Records of Shawnee County Kansas

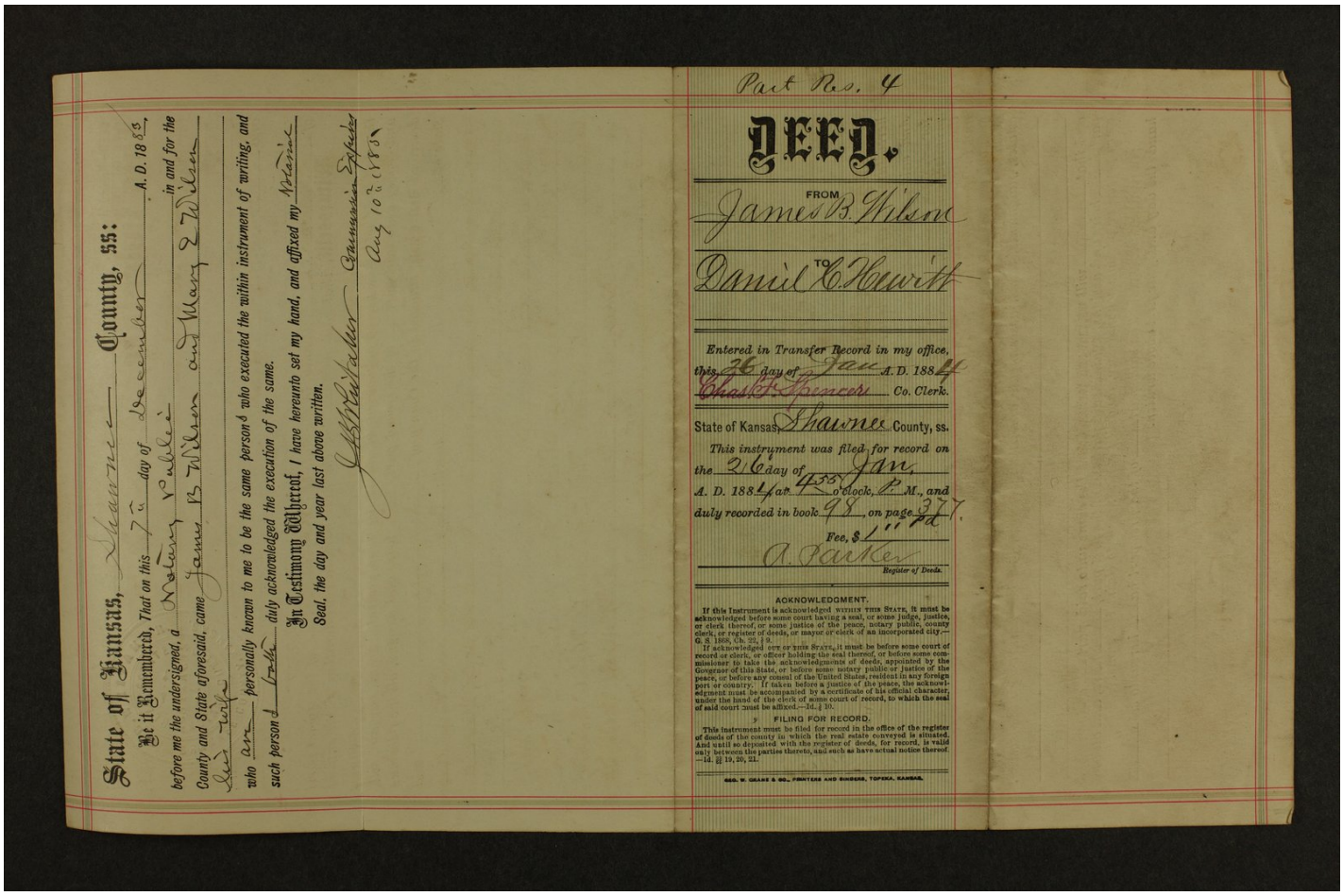
To Have and to Hold the same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever: And said James B Wilson and Mary E Wilson for themselves, their heirs, executors, or administrators, do — hereby covenant, promise, and agree, to and with said party 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 party of the second part, his heirs and assigns, against said parties 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 parties of the first part have hereunto set their hand the day and year first above written.

James B Wilson
Mary E Wilson

James Barnes Whitaker legal documents



Part Res. 4

DEED.

FROM

James B. Wilson

TO

Daniel C. Hewitt

Entered in Transfer Record in my office, this 26 day of Jan A.D. 1884

Chas F. Spencer Co. Clerk.

State of Kansas, Shawnee County, ss.

This instrument was filed for record on the 26 day of Jan, A. D. 1884 at 4 55 o'clock P. M., and duly recorded in book 98 on page 377.

Fee, $1 00 Pd

A. Parker

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 the acknowledgments 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. GRIEST & CO., PRINTERS AND BINDERS, TOPEKA, KANSAS.

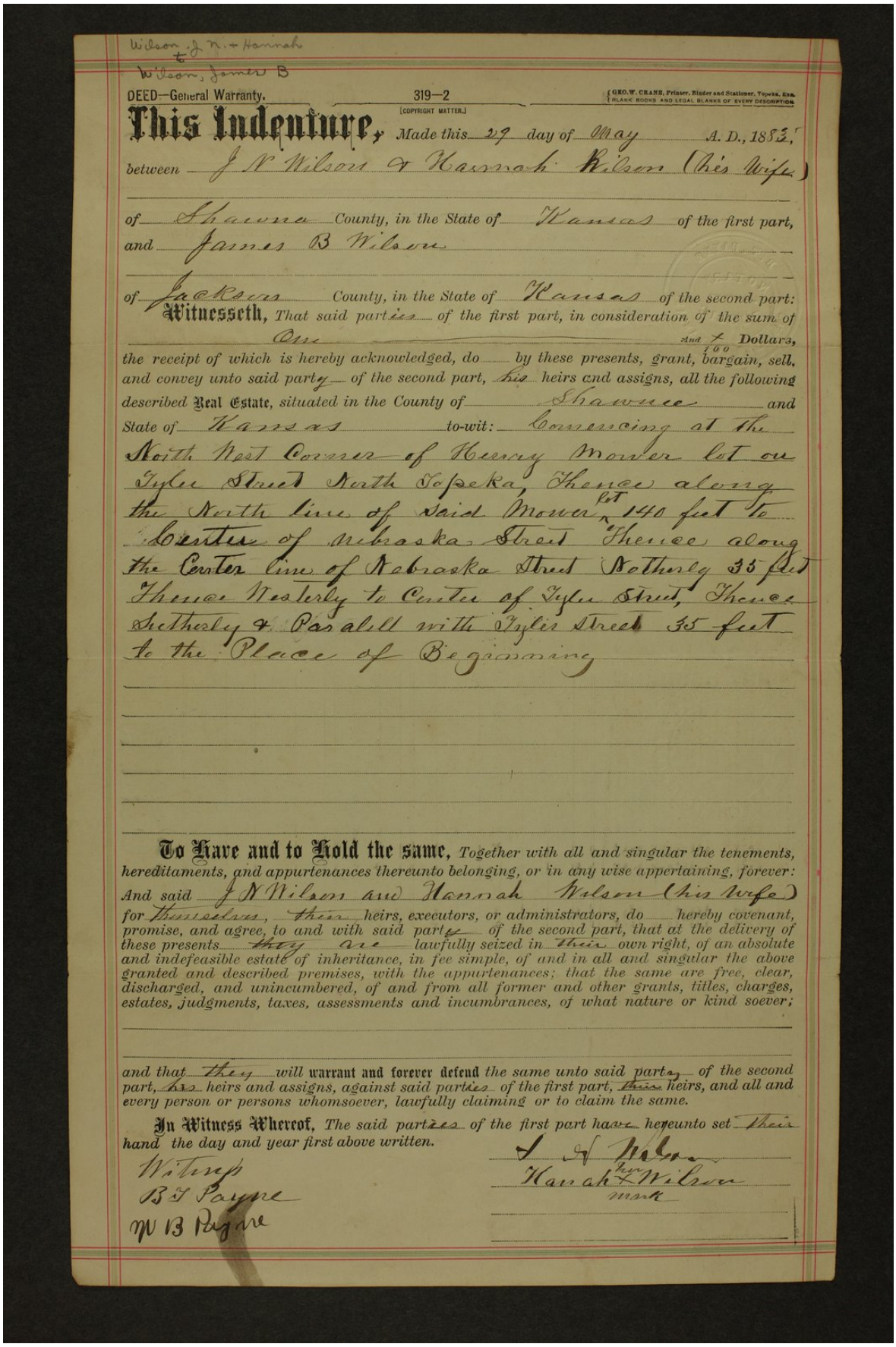
State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 7th day of December A. D. 1883, before me the undersigned, a Notary Public in and for the County and State aforesaid, came James B. Wilson and Mary L. Wilson his wife

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.

J. B. Whitaker Commission Expires Aug 10th 1885



Wilson, J. N. + Hannah
to
Wilson, James B

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 29 day of May A. D., 1882, between J N Wilson & Hannah Wilson (his Wife)

of Shawnee County, in the State of Kansas of the first part, and James B Wilson

of Jackson 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 And 7/100 **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 the County of Shawnee and State of Kansas to-wit: Commencing at the North West Corner of Henry Mowers lot on Tyler Street North Topeka, Thence along the North line of said Mowers lot 140 feet to Center of Nebraska Street Thence along the Center line of Nebraska Street Northerly 35 feet Thence Westerly to Center of Tyler Street, Thence Southerly & Parallell with Tyler Street 35 feet to the Place of Beginning

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 J N Wilson and Hannah Wilson (his Wife) for themselves, their heirs, executors, or administrators, do hereby covenant, promise, and agree, to and with said party 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;

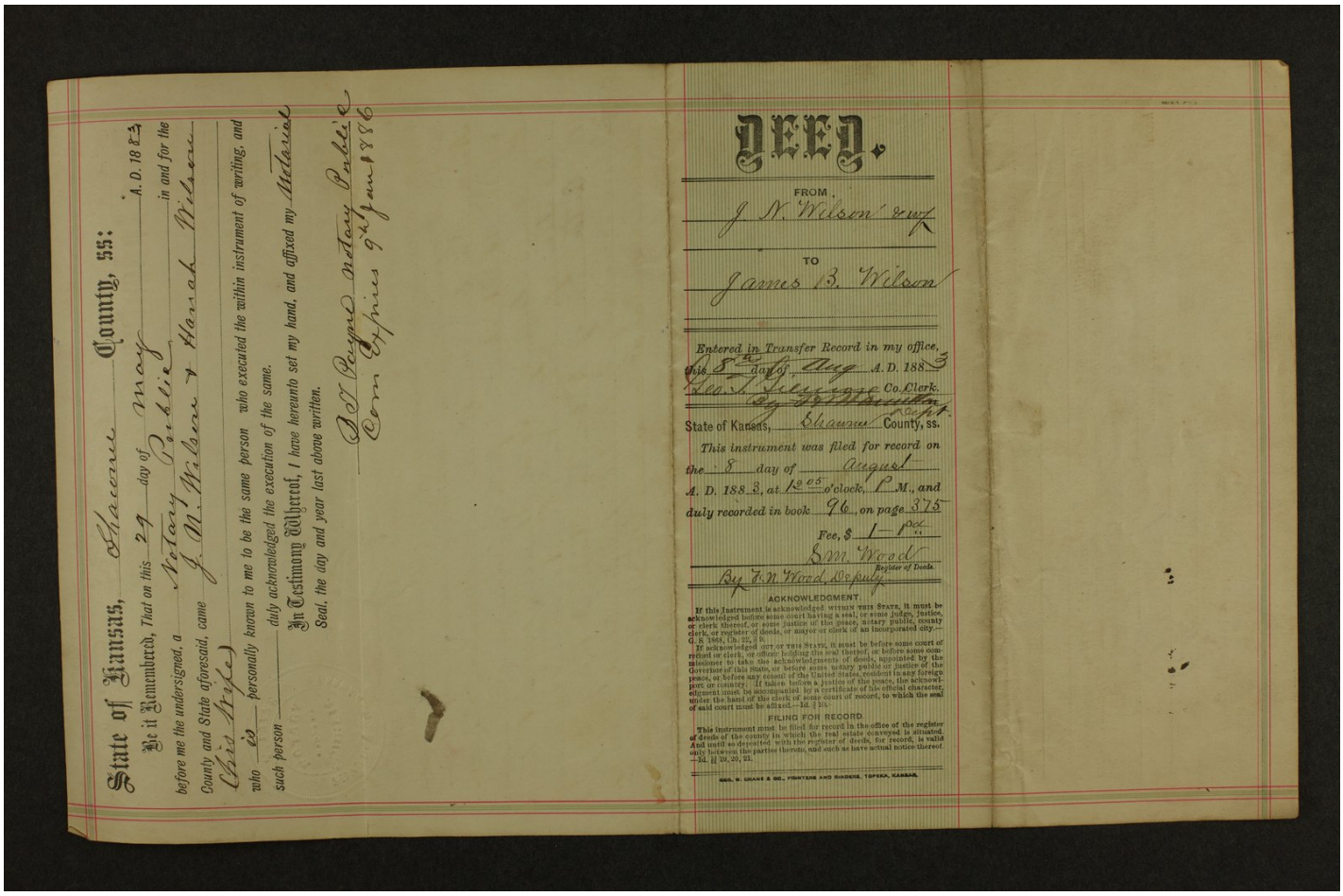
and that they will **warrant and forever defend** the same unto said party of the second part, his heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

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

J N Wilson
Hannah her X Wilson
mark

Witness
B F Payne
W B Payne

James Barnes Whitaker legal documents



DEED.

FROM

J. N. Wilson et ux

TO

James B. Wilson

Entered in Transfer Record in my office, this 8th day of Aug A. D. 1883
Leo. S. Fleuyne Co. Clerk.
By [illegible] Deputy.

State of Kansas, Shawnee County, ss.

This instrument was filed for record on the 8 day of August A. D. 1883, at 12 05 o'clock, P. M., and duly recorded in book 96, on page 375

Fee, $ 1 00

S. M. Wood
Register of Deeds.

By T. N. Wood, Deputy.

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 the acknowledgments 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. §§ 20, 21, 22.

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

State of Kansas, Shawnee County, ss:

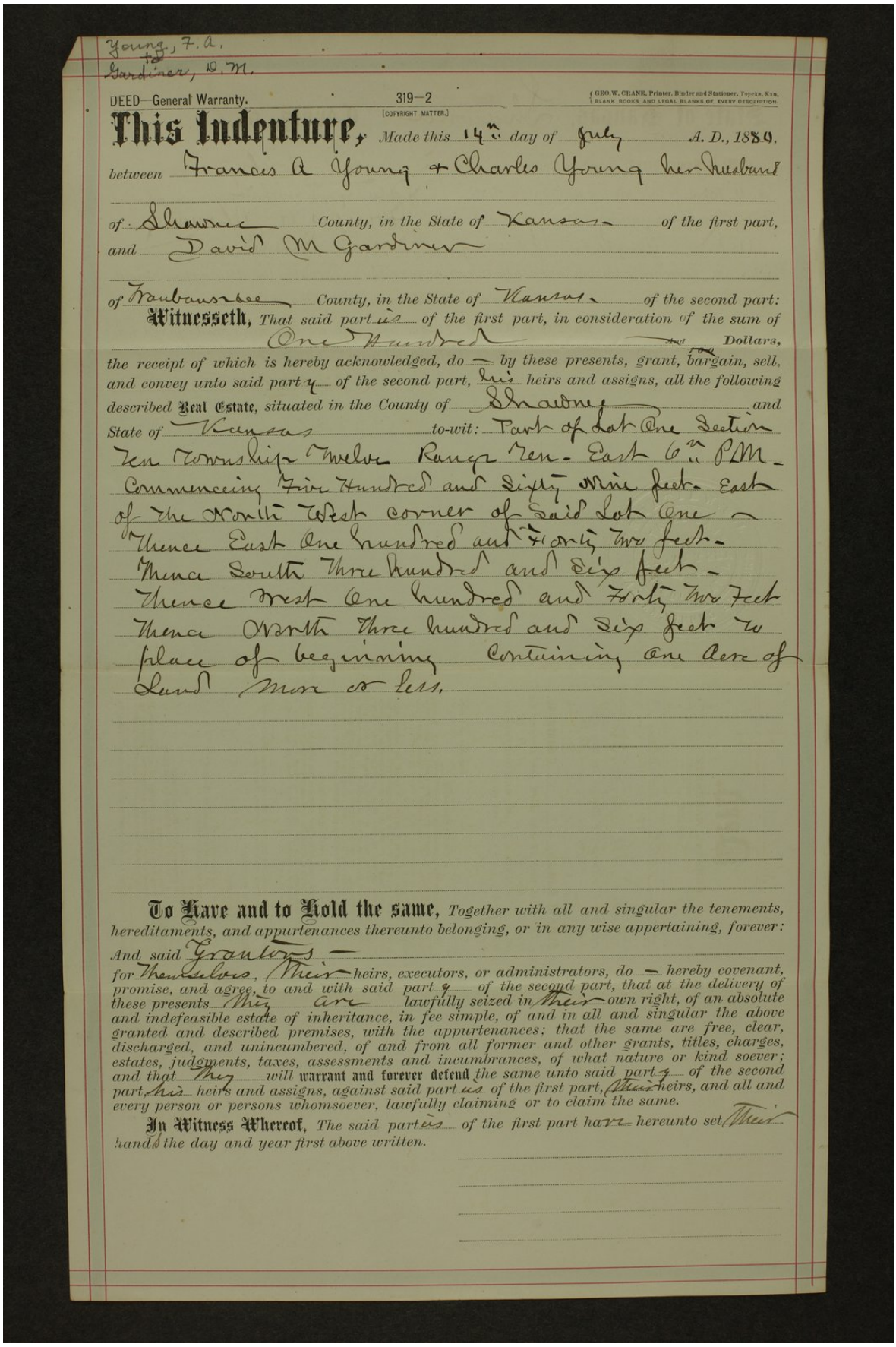
Be it Remembered, That on this 29 day of May A. D. 18 83 before me the undersigned, a Notary Public in and for the County and State aforesaid, came J. N. Wilson & Hannah Wilson (his wife)

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.

Jos Rogers Notary Public
Comn Expires 24 Jan 1886

James Barnes Whitaker legal documents



Young, F. A.
to
Gardiner, D. M.

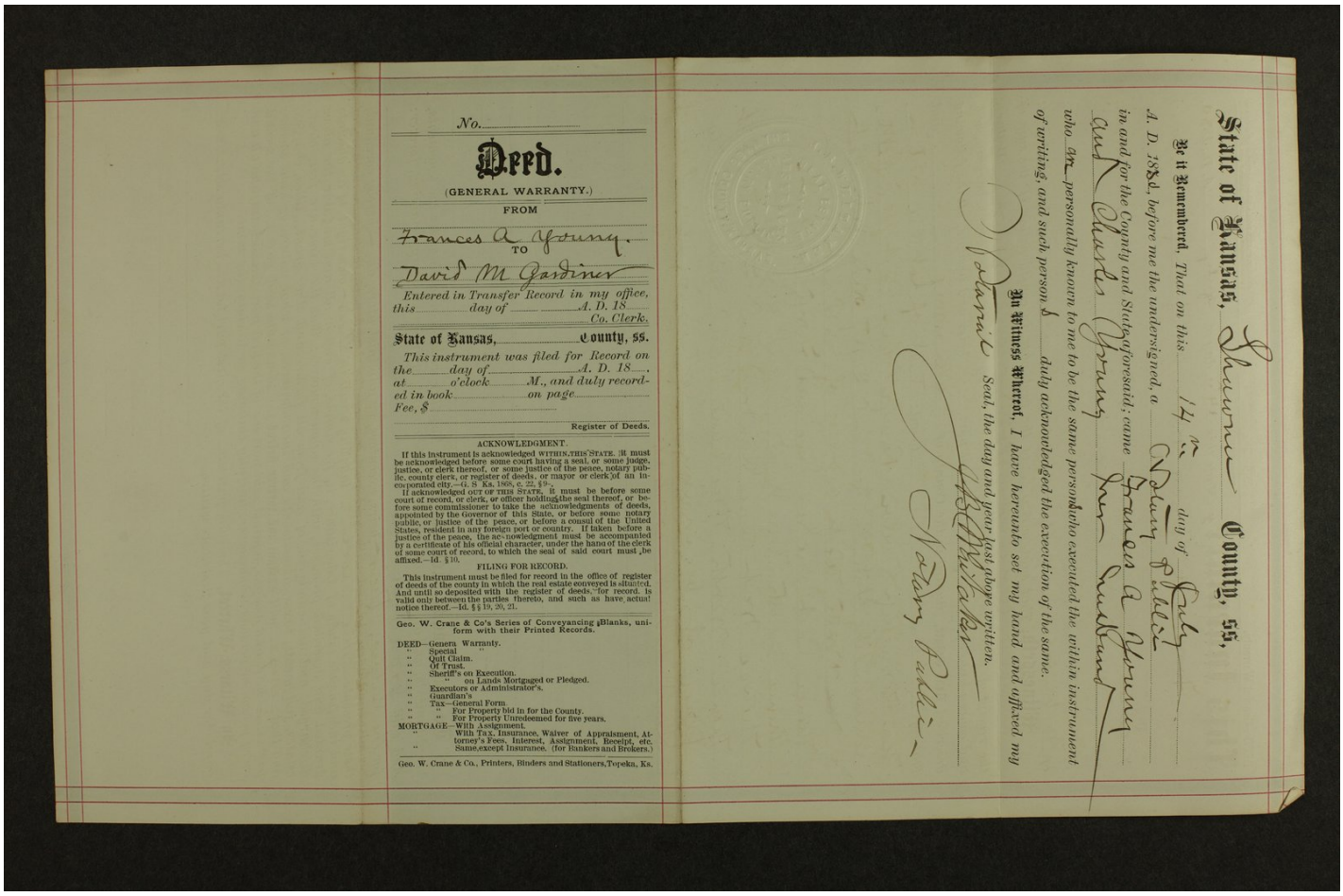
DEED—General Warranty. 319—2 [COPYRIGHT MATTER.]

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

This Indenture, *Made this* 14th *day of* July *A. D., 1880,*
between Frances A Young & Charles Young her husband
of Shawnee *County, in the State of* Kansas *of the first part,*
and David M Gardiner
of Waubaunsee *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 Hundred and ~~no~~ *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:* Part of Lot One Section Ten Township Twelve Range Ten - East 6th P.M. - Commencing Five Hundred and Eighty Nine feet - East of the North West corner of said Lot One — Thence East One hundred and Forty Two feet - Thence South Three hundred and Six feet - Thence West One hundred and Forty Two Feet Thence North Three hundred and Six feet to place of beginning Containing one Acre of Land More or less.

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 Grantors —
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* his *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 *hands the day and year first above written.*

James Barnes Whitaker legal documents



No.

Deed.

(GENERAL WARRANTY.)

FROM

Frances A Young.

TO

David M Gardiner

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.—4 S. Ks. 1868, c. 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 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 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 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 their Printed Records.

DEED—General Warranty.
" Special "
" Quit Claim.
" Of Trust.
" Sheriff's on Execution.
" " on Lands Mortgaged or Pledged.
" Executors 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 Appraisment, Attorney's Fees, Interest, Assignment, Receipt, etc.
" Same, except Insurance. (for Bankers and Brokers.)

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

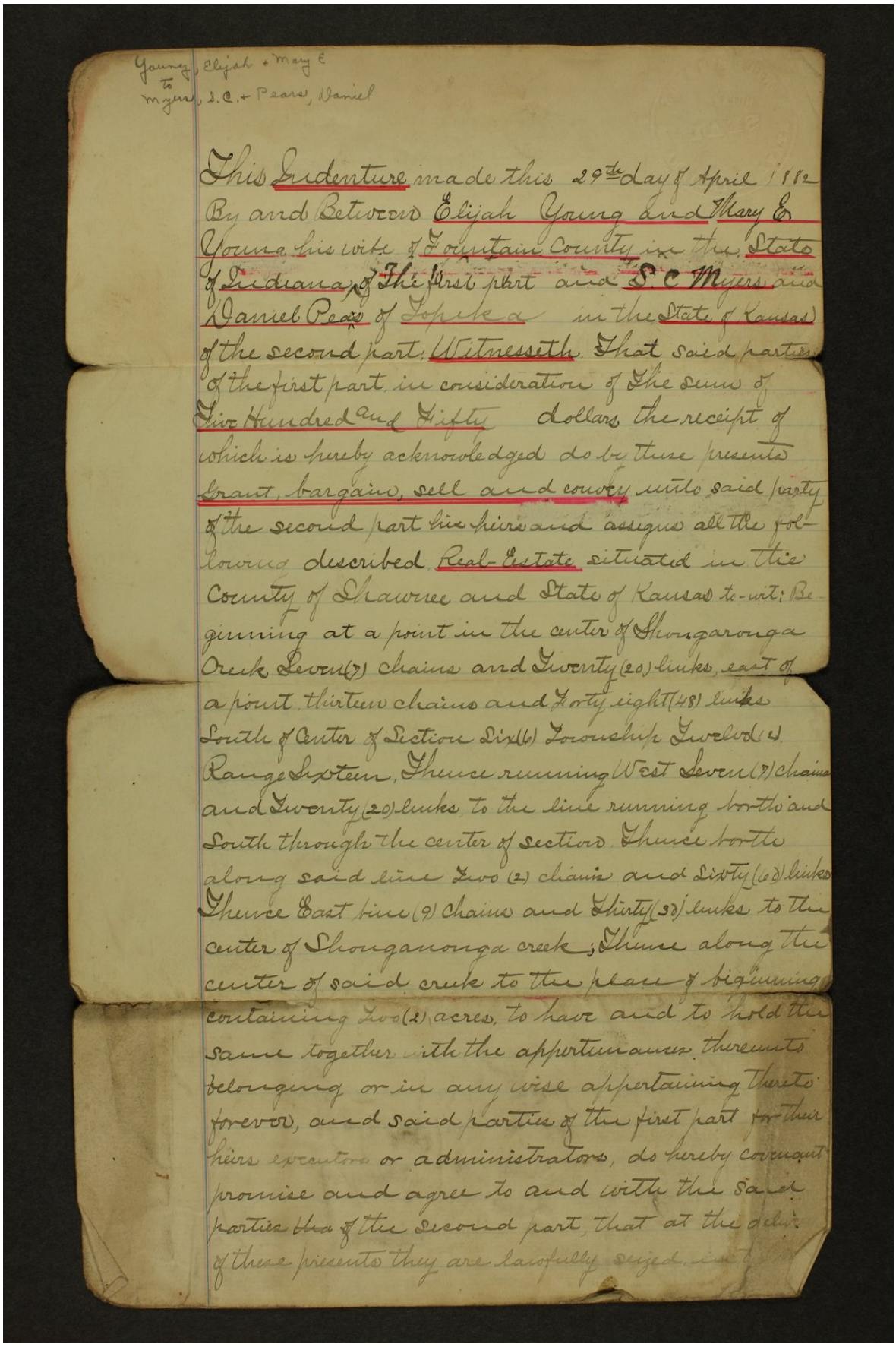
State of Kansas, Shawnee **County, ss.**

Be it Remembered, That on this 14 day of July A. D. 1882, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Frances A Young and David M Gardiner who are personally known to me to be the same person who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

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

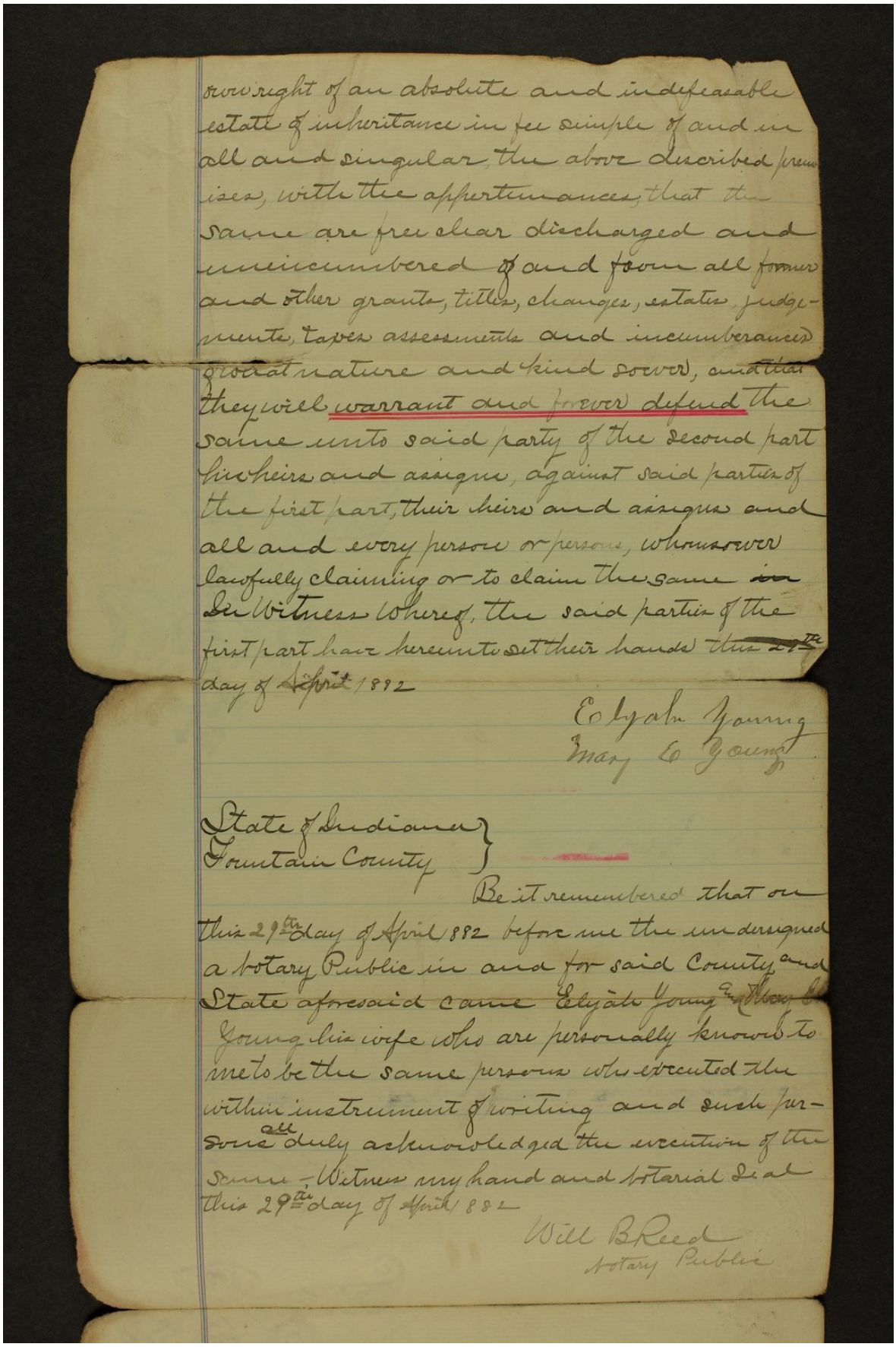
J Whitaker
Notary Public

James Barnes Whitaker legal documents



Young, Elijah + Mary E
to
Myers, S.C. + Pearl, Daniel

This Indenture made this 29th Day of April 1882
By and Between Elijah Young and Mary E.
Young his wife of Fountain County in the State
of Indiana of the first part and S.C. Myers and
Daniel Pearl of Topeka in the State of Kansas
of the second part: Witnesseth That said parties
of the first part in consideration of the sum of
Five Hundred and Fifty 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 fol-
lowing described Real-Estate situated in the
County of Shawnee and State of Kansas to-wit: Be-
ginning at a point in the center of Shongaronga
Creek Seven(7) chains and Twenty(20) links east of
a point thirteen chains and Forty eight(48) links
South of Center of Section Six(6) Township Twelve(12)
Range Sixteen, Thence running West Seven(7) chains
and Twenty(20) links to the line running North and
South through the center of section Thence North
along said line Two (2) chains and Sixty(60) links
Thence East Nine(9) chains and Thirty(30) links to the
center of Shongaronga creek; Thence along the
center of said creek to the place of beginning
containing Two(2) acres, to have and to hold the
same together with the appurtenances thereunto
belonging or in any wise appertaining thereto
forever, and said parties of the first part for their
heirs executors or administrators, do hereby covenant
promise and agree to and with the said
parties thereof the second part, that at the deliv-
of these presents they are lawfully seized in



owo right of an absolute and indefeasable estate of inheritance in fee simple of and in all and singular the above discribed premises, with the appertenances, that the same are free clear discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes assessments and incumberances of what nature and kind soever, and that they will warrant and forever defend the same unto said party of the second part his heirs and assigns, against said parties of the first part, their heirs and assigns and all and every person or persons, whomsoever lawfully claiming or to claim the same

In Witness Whereof, the said parties of the first part have hereunto set their hands this 29th day of April 1892

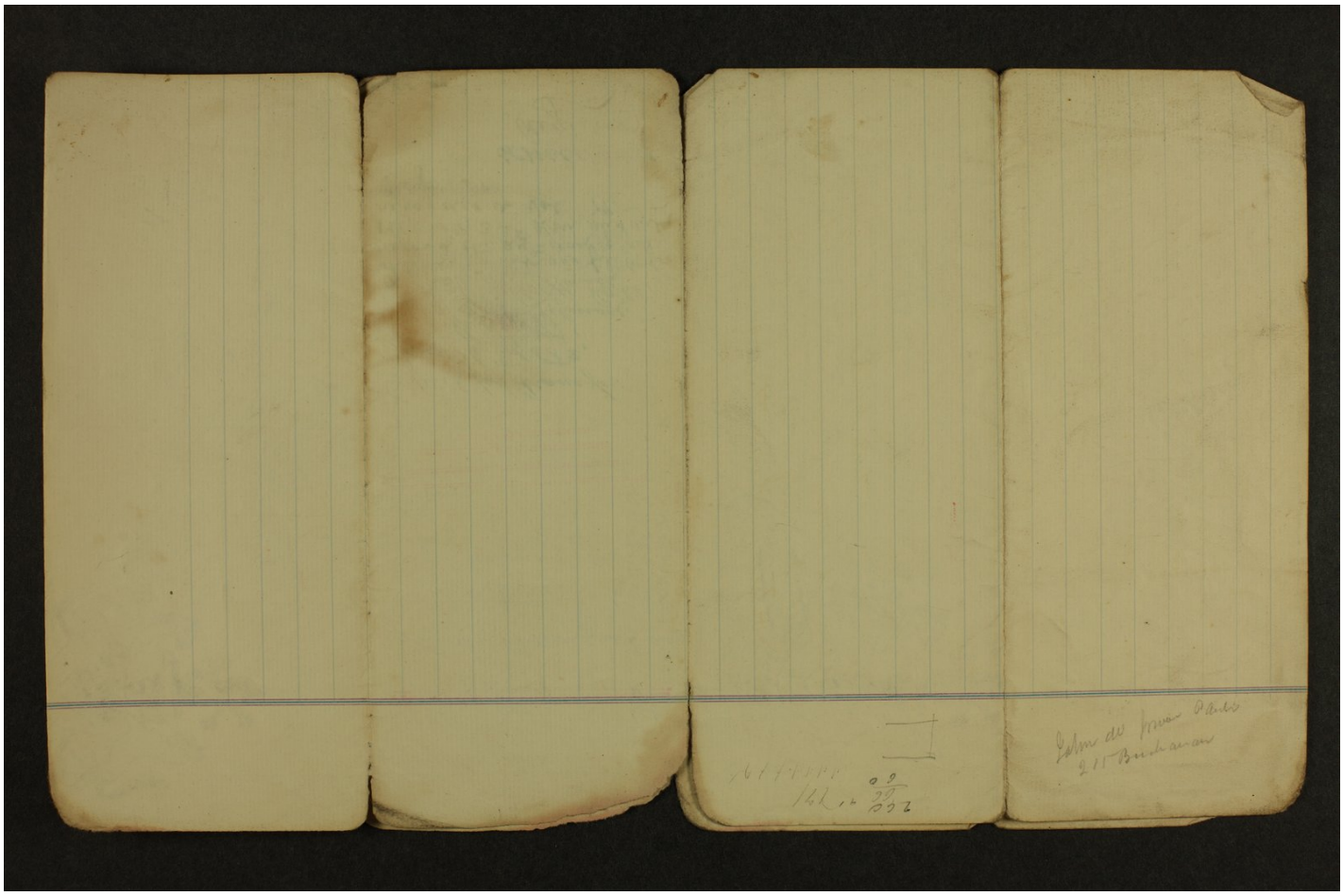
Elyah Young
Mary E Young

State of Indiana }
Fountain County }

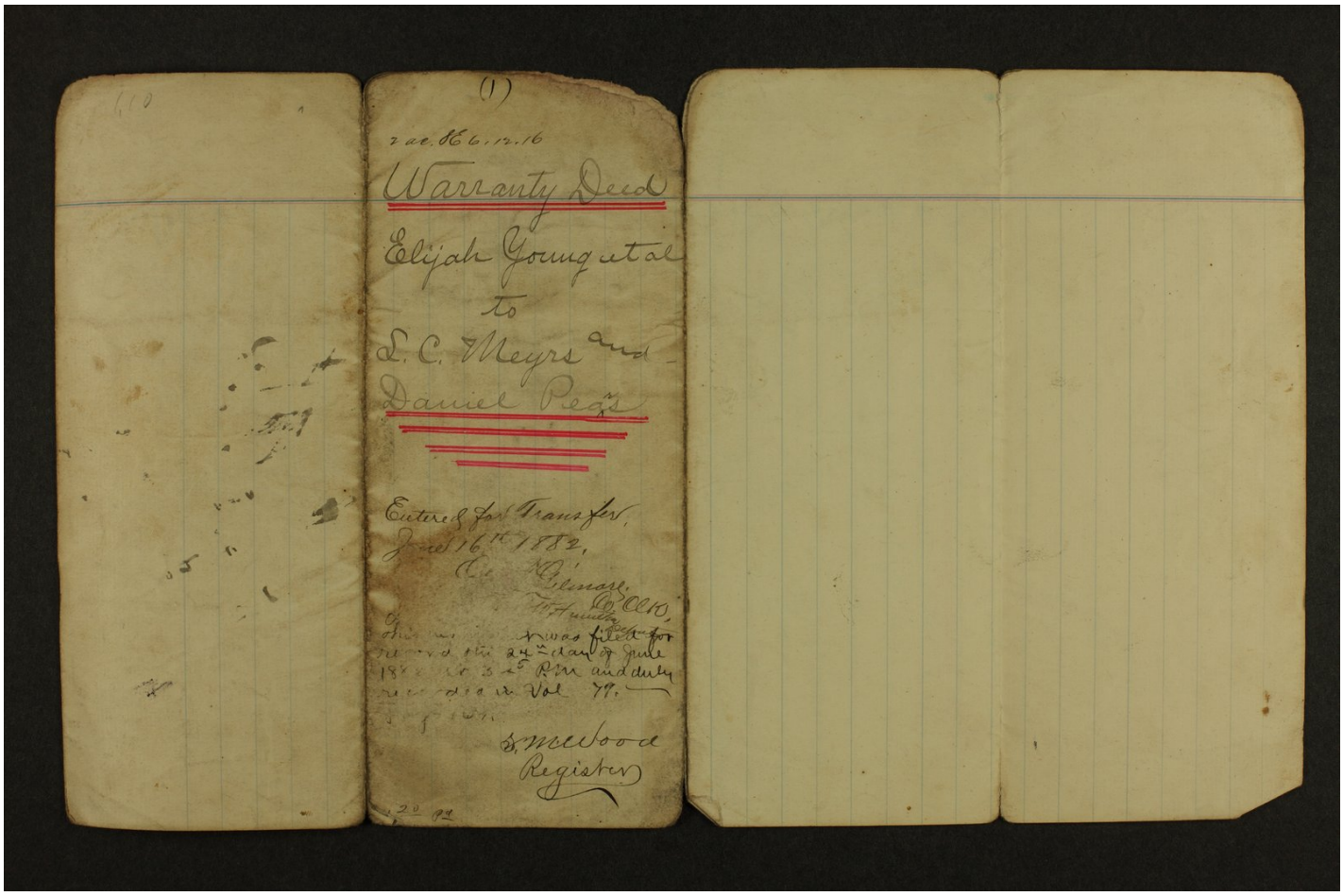
Be it remembered that on this 29th day of April 882 before me the undersigned a Notary Public in and for said County and State aforesaid came Elyah Young & Mary E Young his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons all duly acknowledged the execution of the same - Witness my hand and Notarial Seal this 29th day of April 882

Will B Reed
Notary Public

James Barnes Whitaker legal documents



James Barnes Whitaker legal documents


(1)

7 ac. 86 6. 12. 16

Warranty Deed

Elijah Young et al

to

L. C. Meyrs and

Daniel Peg's

Entered for Transfer,

June 16th 1882,

[illegible]

[illegible] was filed for
record the 24th day of June
1882 at 3 o'clock P.M. and duly
recorded in Vol 79.

S. Mellwood
Register