James Barnes Whitaker legal documents

Section 9, Pages 241 - 270

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.

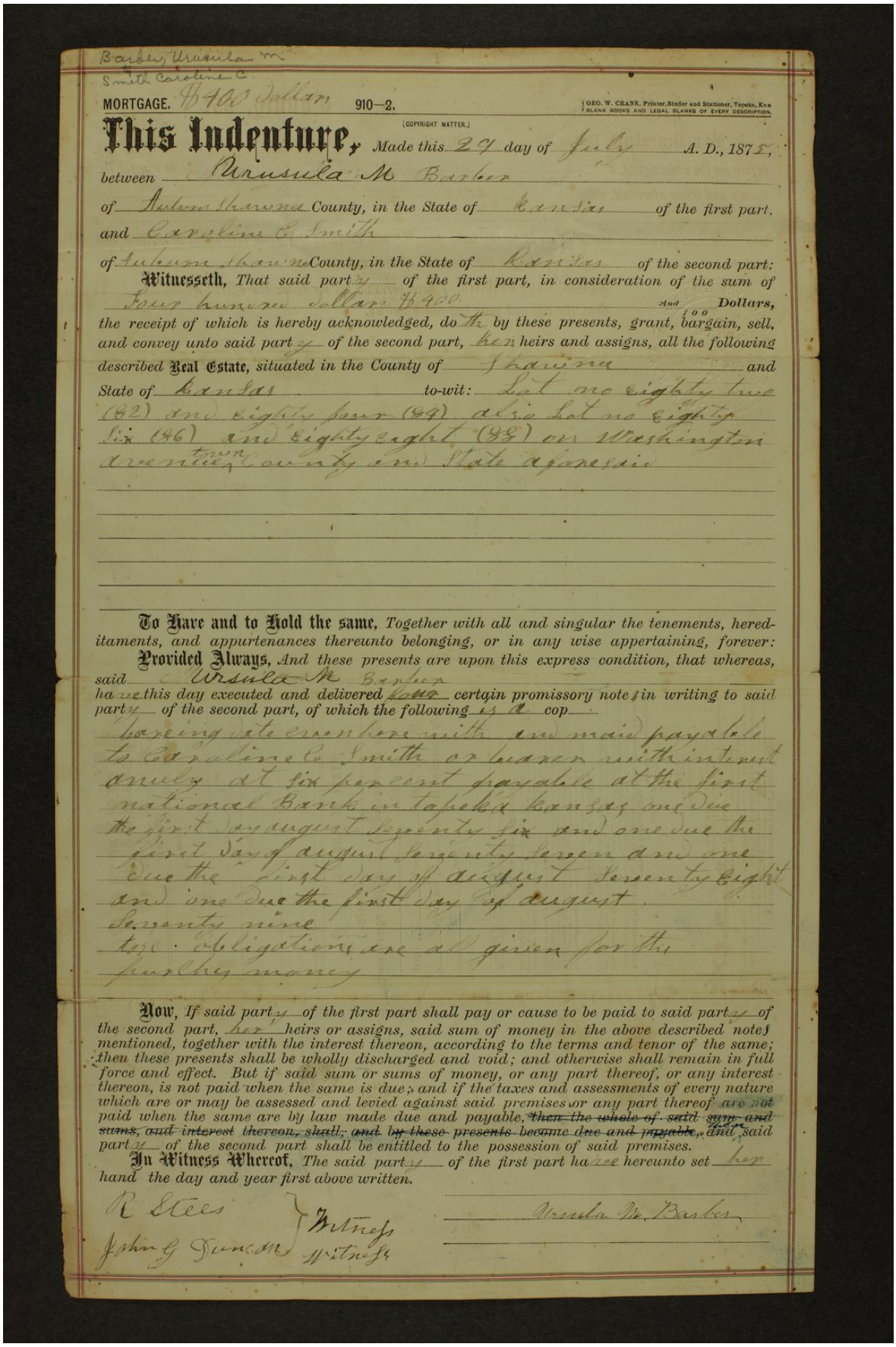
Date: 1855-1899

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

KSHS Identifier: DaRT ID: 228711

Item Identifier: 228711

www.kansasmemory.org/item/228711



Barber, Ursula M
Smith Caroline C.

MORTGAGE. $400 Dollars 910—2.

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

[COPYRIGHT MATTER.]

This Indenture, Made this 27 day of July A. D., 1875,

between Ursula M Barber

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

and Caroline C Smith

of Auburn 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 Four hundred Dollars $400 And 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: Lot no eighty two (82) and eighty four (84) also lot no eighty six (86) and eighty eight (88) on Washington avenue in town Auburn County and State aforesaid

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

Provided Always, And these presents are upon this express condition, that whereas, said Ursula M Barber ha ve this day executed and delivered four certain promissory note s in writing to said part y of the second part, of which the following is a cop

bearing date even herewith and made payable to Caroline C Smith or bearer with interest annually at six percent payable at the first national Bank in Topeka Kansas one due the first day of august seventy six and one due the first day of august seventy seven and one due the first day of august seventy eight and one due the first day of august seventy nine for obligations are all given for the purchase money

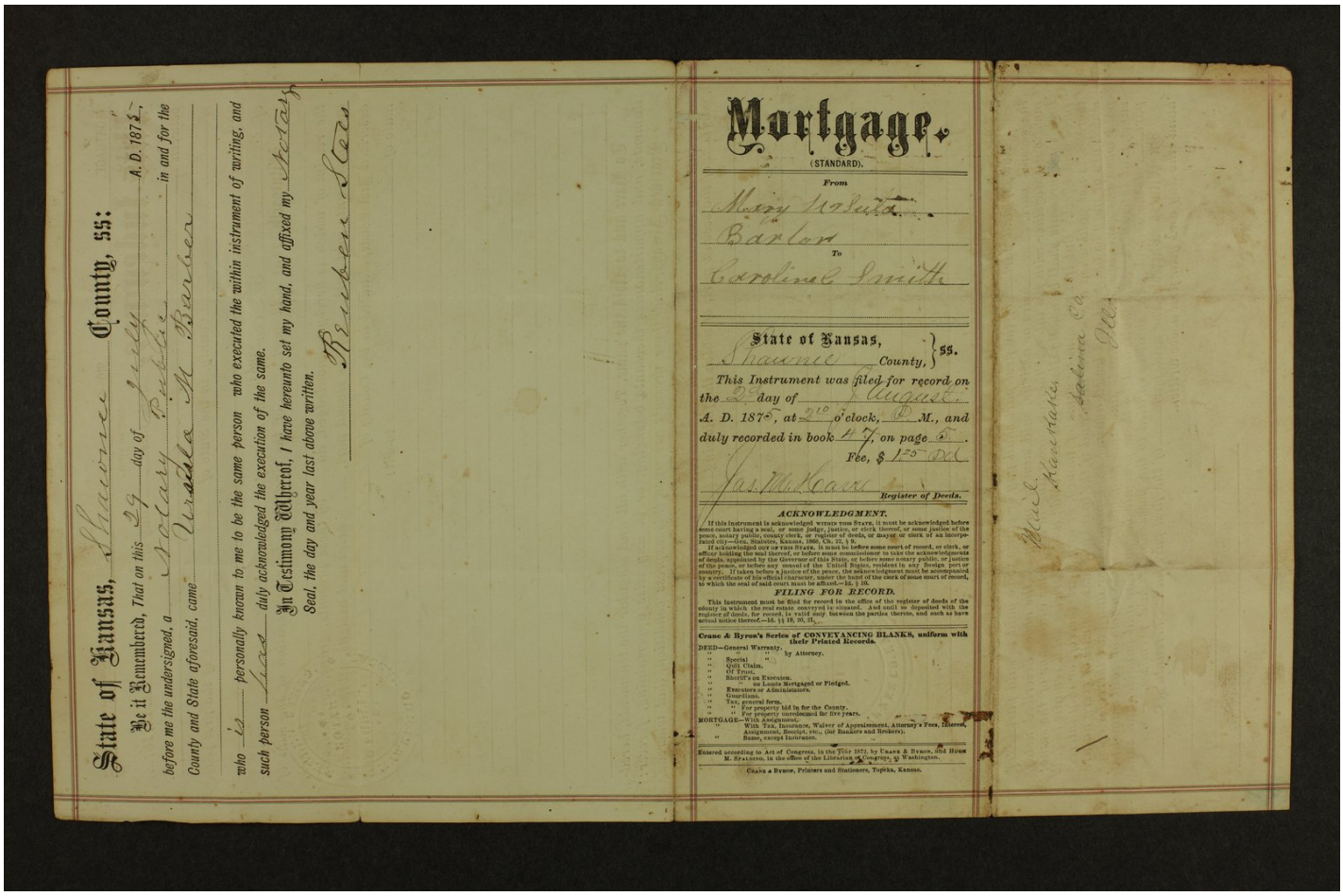
Now, If said part y of the first part shall pay or cause to be paid to said part y of the second part, her heirs or assigns, said sum of money in the above described note s mentioned, together with the interest thereon, according to the terms and tenor of the same; then these presents shall be wholly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

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

R Stees
John G Duncan } Witness

Ursula M. Barber

James Barnes Whitaker legal documents



State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 29 day of July A. D. 1875, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ursula A. Barber 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.

Reuben Scarr

Mortgage.

(STANDARD).

From

Mary Ursula Barber

To

Caroline Smith

State of Kansas, Shawnee County, } ss.

This Instrument was filed for record on the 2nd day of August A. D. 1875, at 2 o'clock, P. M., and duly recorded in book 47, on page 5.

Fee, $ 1.25 Dl.

Jas. McKeen Register of Deeds.

ACKNOWLEDGMENT.

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

If acknowledged OUT OF THIS STATE, it must be before some court of record, or clerk, or officer holding the seal thereof, or before some commissioner to take the 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 and seal of the clerk of some court of record, to which the seal of said court must be affixed.—Ib. § 10.

FILING FOR RECORD.

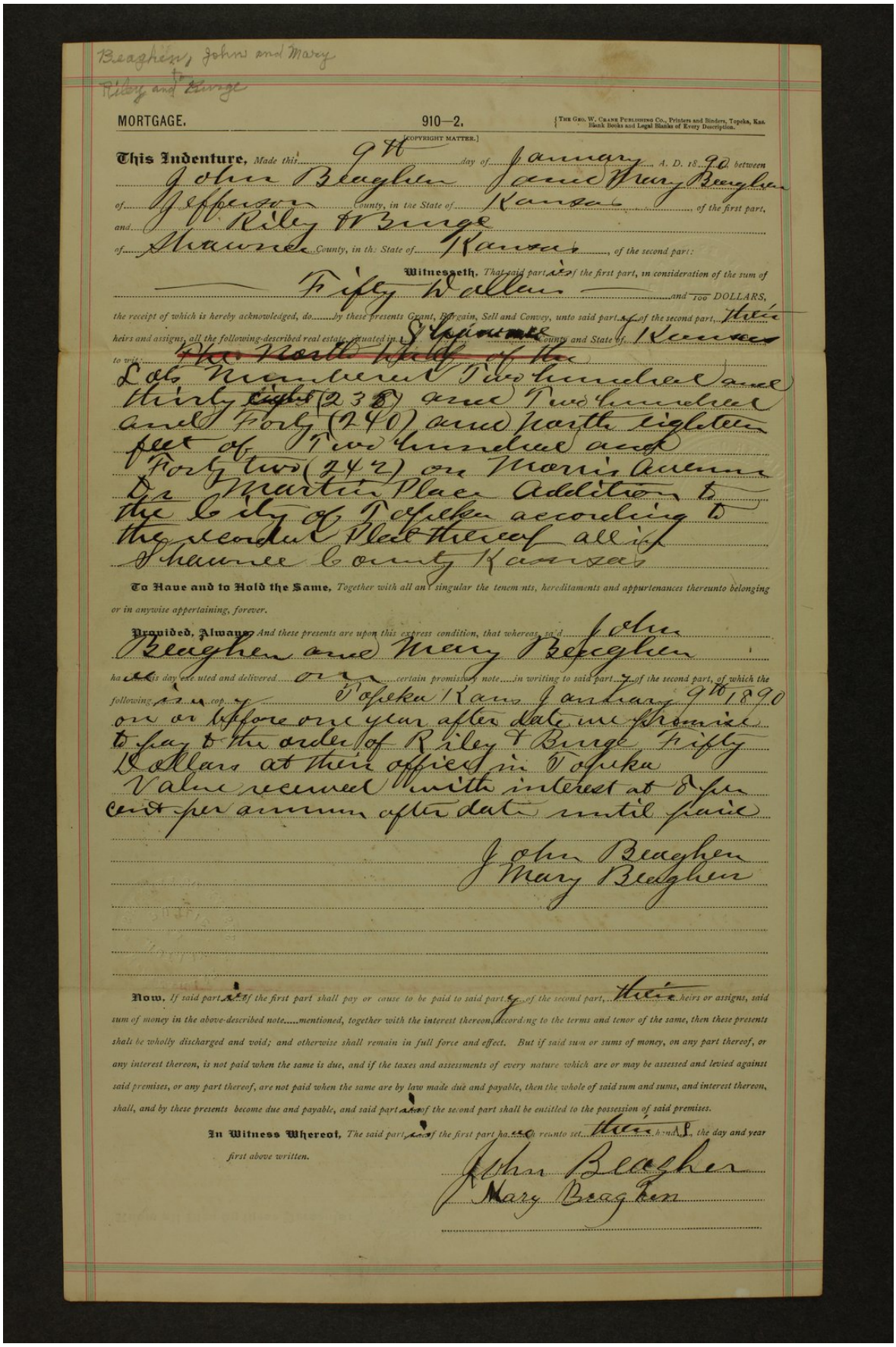
This instrument must be filed for record in the office of the register of deeds of the county in which the real estate conveyed is situated. And until so deposited with the register of deeds, for record, is valid only between the parties thereto, and such as have actual notice thereof.—Id. §§ 19, 20,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

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

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

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

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



Beaghen, John and Mary
to
Riley and Burge

MORTGAGE. 910—2. {The Geo. W. Crane Publishing Co., Printers and Binders, Topeka, Kas. Blank Books and Legal Blanks of Every Description.

[COPYRIGHT MATTER.]

This Indenture, Made this 9th day of January A. D. 18 90 between John Beaghen and Mary Beaghen of Jefferson County, in the State of Kansas of the first part, and Riley & Burge 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 Fifty Dollars and 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey, unto said parties of the second part, their heirs and assigns, all the following-described real estate, situated in Shawnee County and State of Kansas to wit: ~~The North Half of the~~ Lots Numbered Two hundred and thirty ~~eight~~ (238) and Two hundred and Forty (240) and North eighteen feet of Two hundred and Forty two (242) on Morris Avenue in Martin Place Addition to the City of Topeka according to the recorded Plat thereof all in Shawnee County Kansas

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

Provided, Always, And these presents are upon this express condition, that whereas, said John Beaghen and Mary Beaghen has executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy: Topeka Kans January 9th 1890 on or before one year after date we promise to pay to the order of Riley & Burge Fifty Dollars at their office in Topeka Value received with interest at 8 per cent per annum after date until paid

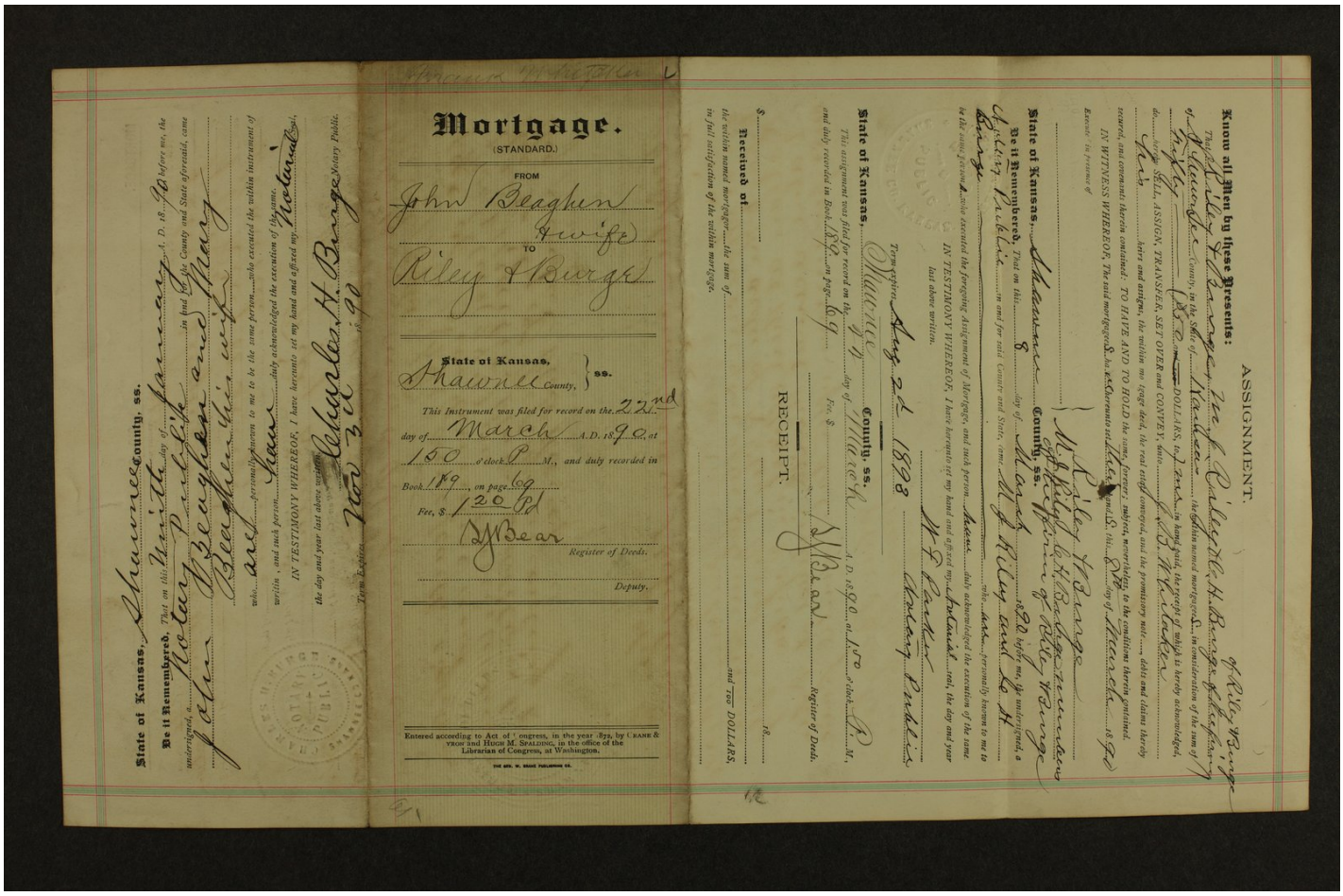
John Beaghen
Mary Beaghen

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

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

John Beaghen
Mary Beaghen

James Barnes Whitaker legal documents



Mortgage.
(STANDARD.)
FROM
John Beaghen
& wife
TO
Riley & Burge

State of Kansas, Shawnee County, ss.
This Instrument was filed for record on the 22nd day of March A.D. 1890 at 120 o'clock P. M., and duly recorded in Book 109, on page 69.
Fee, $ 1 20 88
D. J. Bear
Register of Deeds.
Deputy.

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

ASSIGNMENT.

Know all Men by these Presents: That Riley & Burge of Riley Co. Kansas for and in consideration of the sum of Fifty Dollars to us in hand paid, the receipt of which is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY, unto Mary A. Whitaker heirs and assigns, the within mortgage, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained. TO HAVE AND TO HOLD the same, forever; subject, nevertheless, to the conditions therein contained. IN WITNESS WHEREOF, The said mortgagee has set their hands and seals this 24th day of March 1890

Executed in presence of

Riley Burge
Mary A. Whitaker

State of Kansas, Shawnee County, ss.
Be it Remembered, That on this 8 day of April 1890 before me the undersigned, a Notary Public in and for said County and State, came Riley Burge and Mary A. Whitaker who executed the foregoing assignment of Mortgage, and such person acknowledged the execution of the same to be the same, freely and voluntarily executed the foregoing assignment of Mortgage, and such person duly acknowledged the execution of the same to be the same, freely and voluntarily executed the foregoing assignment of Mortgage, 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.

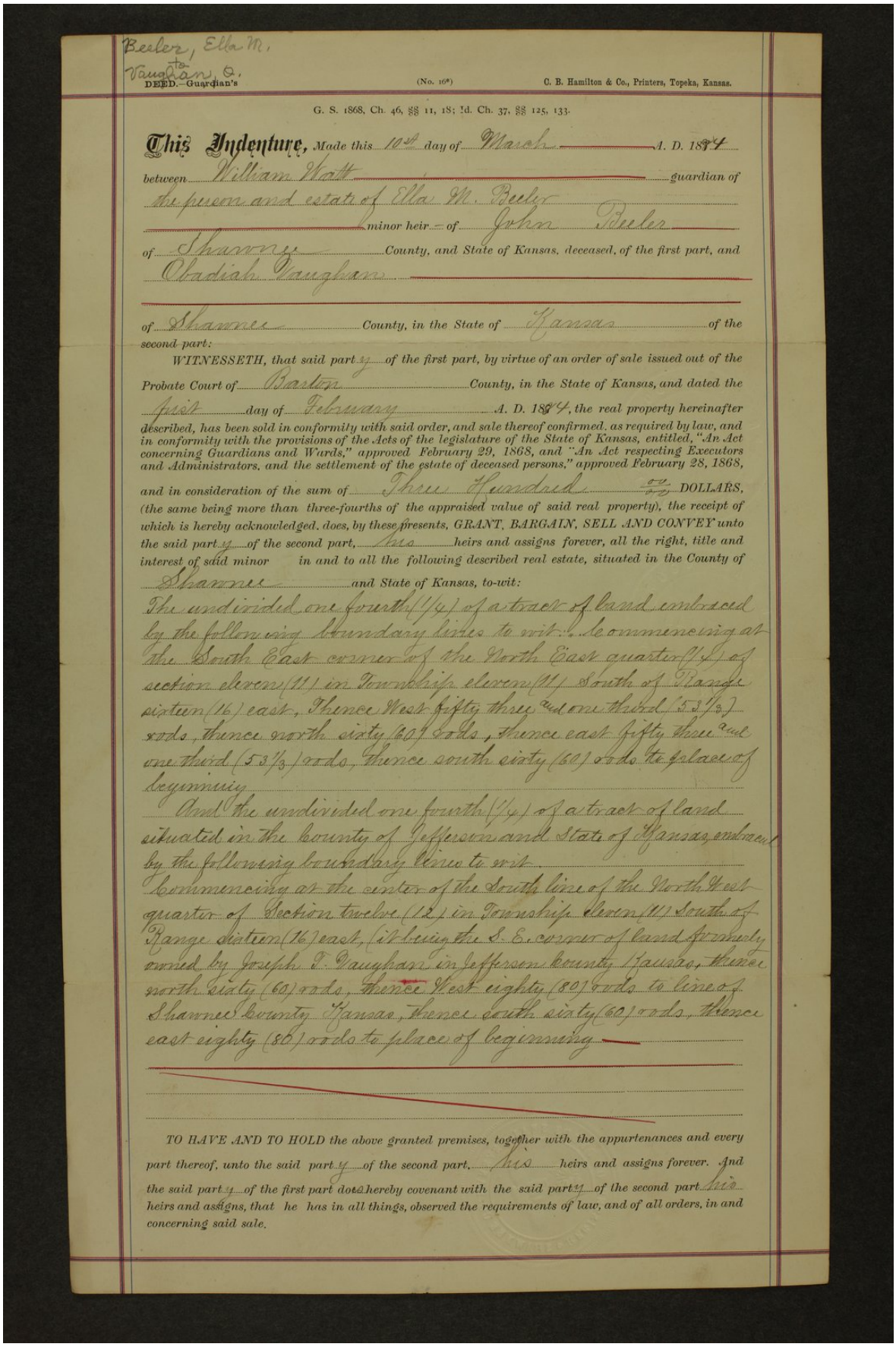
W. E. Gardner
Notary Public.

Topeka, Kans. Aug 24 1892

State of Kansas, Shawnee County, ss.
This assignment was filed for record on the 24 day of March A.D. 1892 at 10 o'clock A. M., and duly recorded in Book 132 on Page 69.
Fee, $
D. J. Bear
Register of Deeds.

RECEIPT.

$ Received of ... 18...
the within named mortgagor the sum of ... and 100 DOLLARS, in full satisfaction of the within mortgage.



Beeler, Ella M.
to
Vaughan, O.

DEED.—Guardian's (No. 16*) C. B. Hamilton & Co., Printers, Topeka, Kansas.

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

This Indenture, Made this 10th day of March A. D. 1884 between William Watt guardian of the person and estate of Ella M. Beeler minor heir of John Beeler of Shawnee County, and State of Kansas, deceased, of the first part, and Obadiah Vaughan of Shawnee County, in the State of Kansas of the second part:

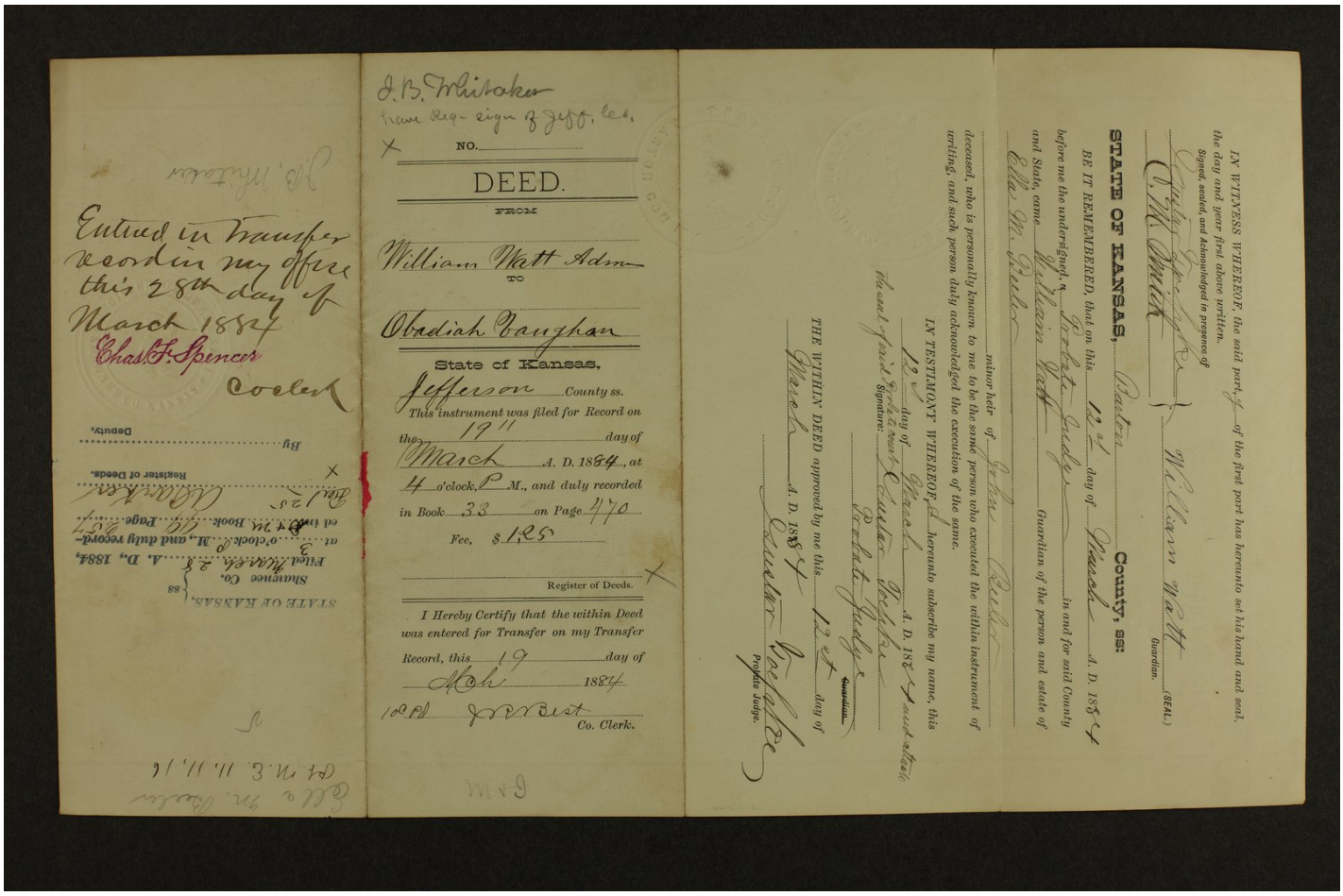
WITNESSETH, that said party of the first part, by virtue of an order of sale issued out of the Probate Court of Barton County, in the State of Kansas, and dated the first day of February A. D. 1884, the real property hereinafter described, has been sold in conformity with said order, and sale thereof 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 estate of deceased persons," approved February 28, 1868, and in consideration of the sum of Three Hundred 00/100 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, his 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 one fourth (¼) of a tract of land embraced by the following boundary lines to wit: Commencing at the South East corner of the North East quarter (¼) of section eleven (11) in Township eleven (11) South of Range sixteen (16) east, thence West fifty three and one third (53⅓) rods, thence north sixty (60) rods, thence east fifty three and one third (53⅓) rods, thence south sixty (60) rods to place of beginning

And the undivided one fourth (¼) of a tract of land situated in the County of Jefferson and State of Kansas, embraced by the following boundary lines to wit: Commencing at the center of the South line of the North West quarter of Section twelve (12) in Township eleven (11) South of Range sixteen (16) east, (it being the S. E. corner of land formerly owned by Joseph T. Vaughan in Jefferson County, Kansas,) thence north sixty (60) rods, thence West eighty (80) rods to line of Shawnee County Kansas, thence South sixty (60) rods, thence east eighty (80) rods to place of beginning

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, his heirs and assigns forever. And the said party of the first part does hereby covenant with the said party of the second part his heirs and assigns, that he has in all things, observed the requirements of law, and of all orders, in and concerning said sale.

James Barnes Whitaker legal documents



Entered in Transfer Record in my office this 28th day of March 1884
Chas. F. Spencer
Co. Clerk

STATE OF KANSAS, Shawnee Co. ss
Filed March 28, A. D., 1884, at 3 o'clock P. M., and duly recorded in Book 2 Page 257
Register of Deeds.
By ..... Deputy.

D. B. Whitaker
Trans Reg- sign & Jeff. Co.

X NO.

DEED.

FROM

William Watt Adm

TO

Obadiah Vaughan

State of Kansas,
Jefferson County ss.
This instrument was filed for Record on the 19th day of March A. D. 1884, at 4 o'clock, P. M., and duly recorded in Book 33 on Page 470
Fee, $1.25
Register of Deeds.

I Hereby Certify that the within Deed was entered for Transfer on my Transfer Record, this 19 day of Mch 1884
Co. Clerk.

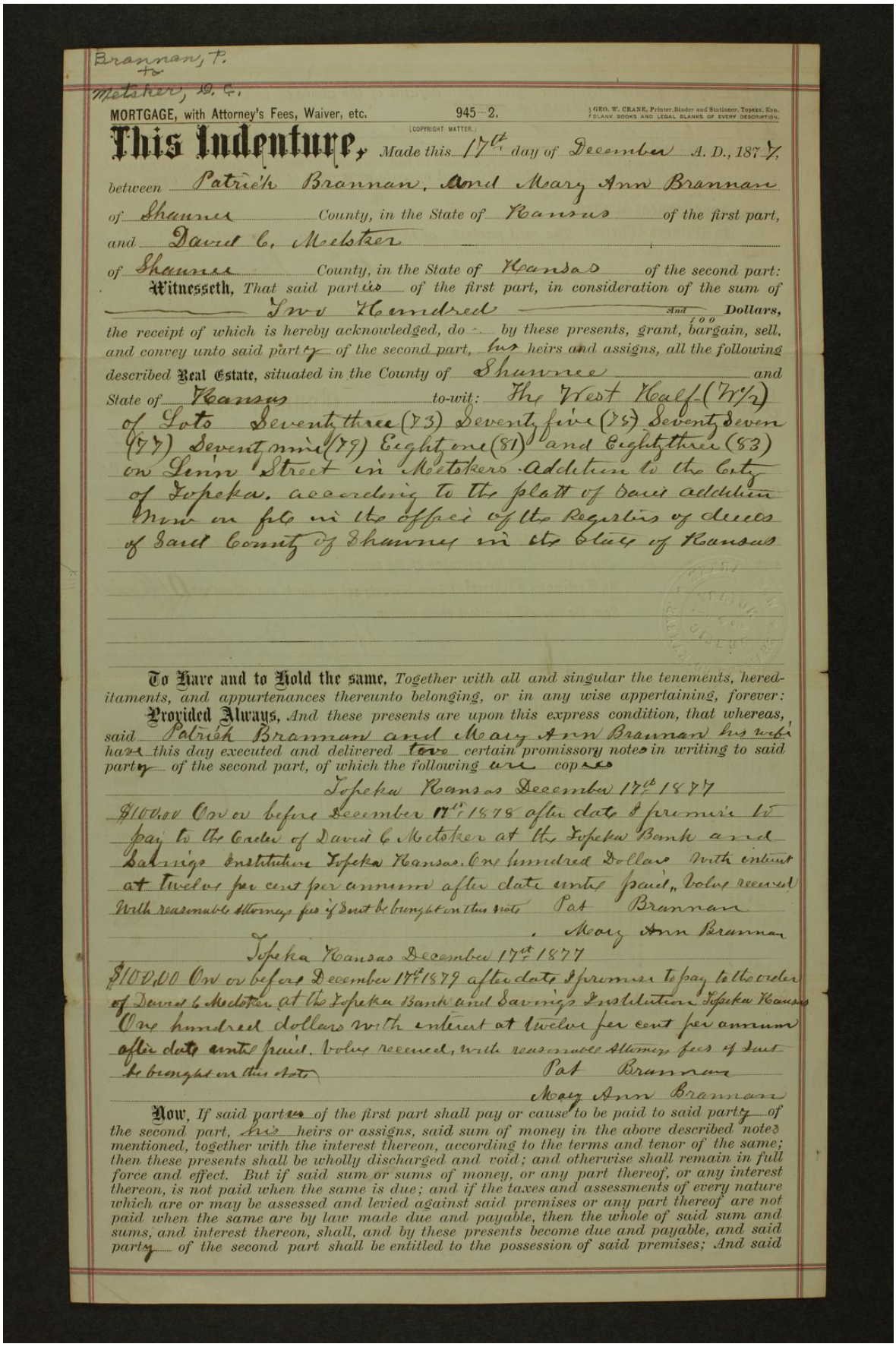
IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal, the day and year first above written.
Signed, sealed and acknowledged in presence of
Wm. Watt (SEAL.)
Guardian.

STATE OF KANSAS, Shawnee County, ss:

BE IT REMEMBERED, that on this 12th day of March A. D. 1884 before me the undersigned, a Probate Judge in and for said County and State, came William Watt Guardian of the person and estate of Ella M. Butler minor heir of Sydna Butler 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 hereunto subscribe my name, this 12th day of March A. D. 1884 and affix my official Signature:
Probate Judge.

THE WITHIN DEED approved by me this 12th day of March A. D. 1884
Probate Judge.



Brannan, P.
to
Metsker, D. C.

MORTGAGE, with Attorney's Fees, Waiver, etc. 945—2.

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

(COPYRIGHT MATTER.)

This Indenture, Made this 17th day of December A. D., 1877, between Patrick Brannan, And Mary Ann Brannan of Shawnee County, in the State of Kansas of the first part, and David C. Metsker 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 Two Hundred And 00/100 **Dollars,** the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, and convey unto said party of the second part, his heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to-wit: The West Half (W½) of Lots Seventy three (73) Seventy five (75) Seventy seven (77) Seventy nine (79) Eighty one (81) and Eighty three (83) on Linn Street in Metskers Addition to the City of Topeka. according to the platt of said addition now on file in the office of the Register of deeds of said County of Shawnee in the State of 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:

Provided Always, And these presents are upon this express condition, that whereas, said Patrick Brannan and Mary Ann Brannan his wife have this day executed and delivered two certain promissory notes in writing to said party of the second part, of which the following are copies

Topeka Kansas December 17th 1877

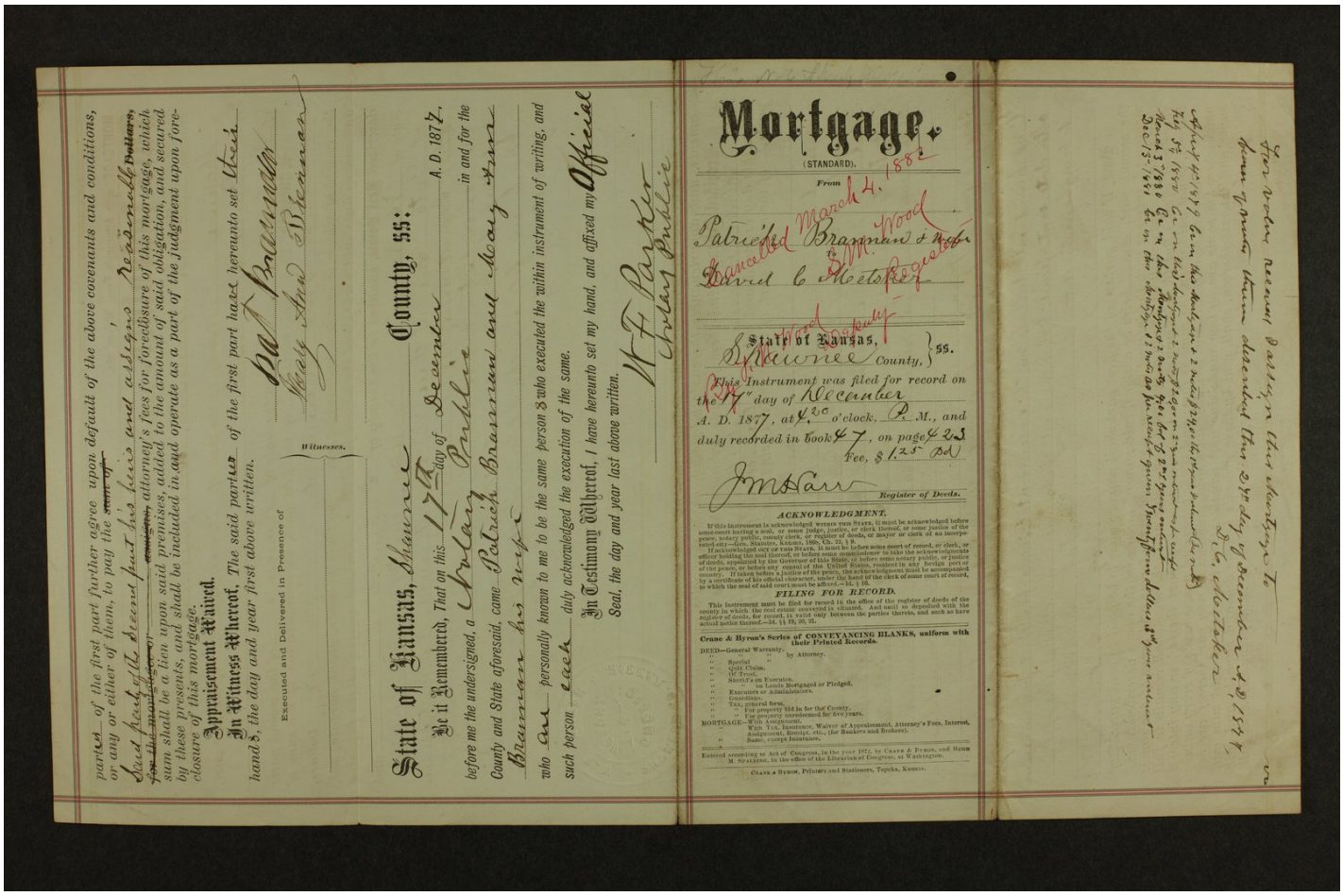
$100.00 On or before December 17th 1878 after date I promise to pay to the Order of David C Metsker at the Topeka Bank and Savings Institution Topeka Kansas One hundred Dollars With interest at Twelve per cent per annum after date until paid, Value received With reasonable Attorneys fee if Suit be brought on this note Pat Brannan
Mary Ann Brannan

Topeka Kansas December 17th 1877

$100.00 On or before December 17th 1879 after date I promise to pay to the order of David C Metsker at the Topeka Bank and Savings Institution Topeka Kansas One hundred dollars with interest at twelve per cent per annum after date until paid. Value received, with reasonable Attorneys fees if Suit be brought on this note
Pat Brannan
Mary Ann Brannan

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

James Barnes Whitaker legal documents



parties of the first part further agree upon default of the above covenants and conditions, or any or either of them, to pay the ~~sum of~~ said first party the ~~dollars~~ attorney's fees for foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage.

Appraisement Waived.

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

Executed and Delivered in Presence of

Witnesses.

State of Kansas, Shawnee County, ss:

Be it Remembered, That on this 17th day of December A. D. 1877, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Patrick Brannan and Mary Ann Brannan 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 each duly acknowledged the execution of the same.

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

W. F. Parker
Notary Public

Mortgage.

(STANDARD).

From Patrick Brannan & Wife
to David C. Metcalf

Cancelled March 4, 1882 B.M. Wood Register

State of Kansas, Shawnee County, } ss.

This Instrument was filed for record on the 17th day of December A. D. 1877, at 4:20 o'clock P. M., and duly recorded in book 47, on page 423 Fee, $1.25 Pd

J. M. Farr
Register of Deeds.

ACKNOWLEDGMENT.

If this instrument is acknowleged 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, or mayor or clerk of an incorporated city, or register of deeds, or mayor or clerk of an incorporated city or town of this State. If 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 country. If taken before a justice of the peace, the acknowledgment must be accompanied by a certificate of his official character, under the seal of the clerk of some court of record, to which the seal of said court must be affixed.—Sec. 16.

FILING FOR RECORD.

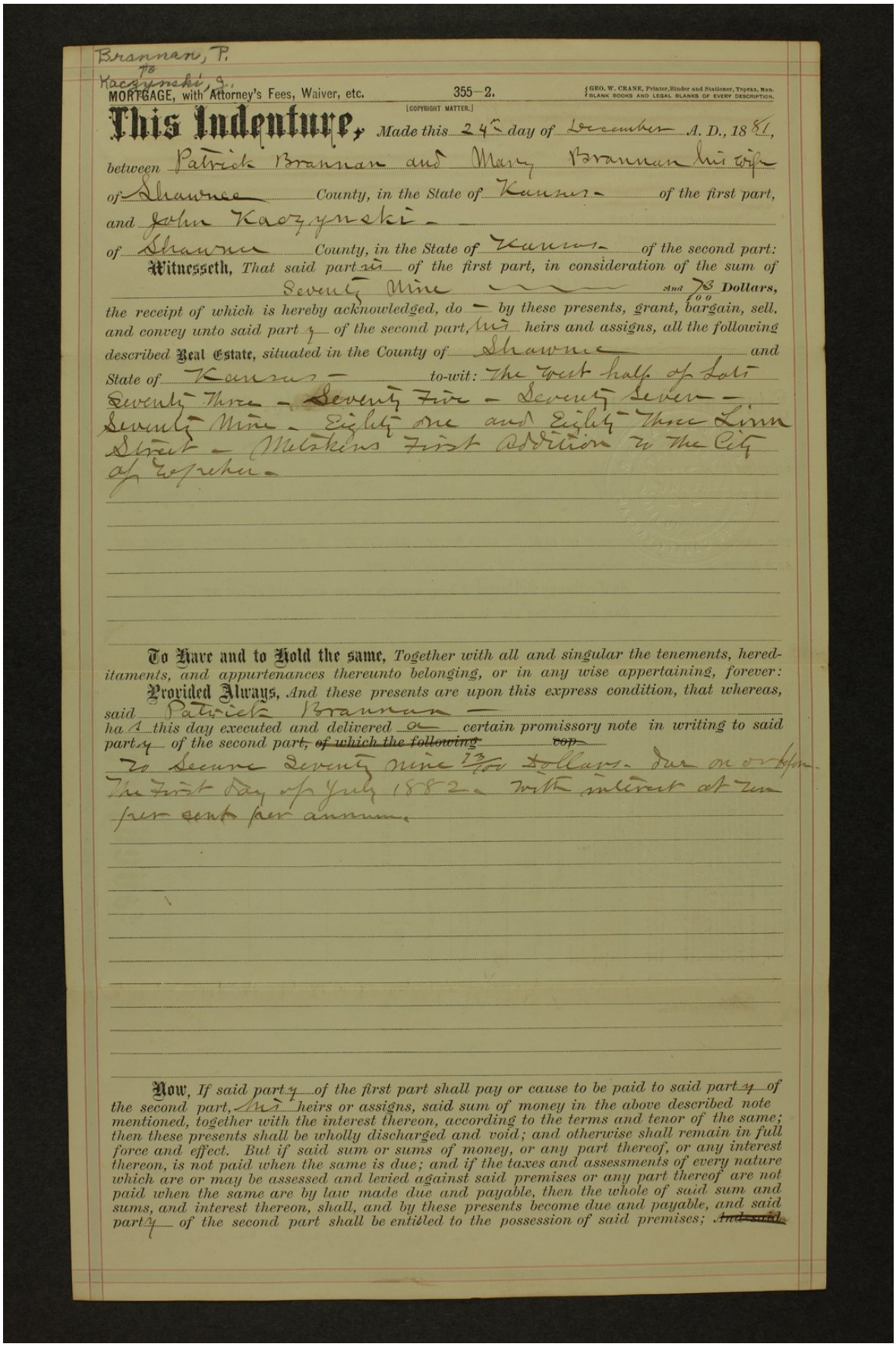
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Crane & Byron's Series of CONVEYANCING BLANKS, uniform with their Printed Records.

DEED—General Warranty, by Attorney.
" Special "
" Quit Claim.
" Of Trust.
" Sheriff's on Execution.
" " on Lands Mortgaged or Pledged.
" Executors or Administrators.
" Guardian.
" Tax, general form.
" " For property sold in for the County.
" " for property foreclosed for 3 years.
MORTGAGE—Short Form.
With Tax, Insurance, Waiver of Appraisement, Attorney's Fees, Interest, Assignment, Receipt, etc., (for Bankers and Brokers).
" Same, except Insurance.

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

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



Brannan, P.
To
Kaczynski, J.

MORTGAGE, with Attorney's Fees, Waiver, etc. 355—2. GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan. BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

[COPYRIGHT MATTER.]

This Indenture, *Made this* 24th *day of* December *A. D.,* 18 81, *between* Patrick Brannan and Mary Brannan his wife *of* Shawnee *County, in the State of* Kansas *of the first part, and* John Kaczynski *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* Seventy Nine ~~~~ *And* 00/100 **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:* The West half of Lots Seventy Three - Seventy Five - Seventy Seven - Seventy Nine - Eighty one and Eighty Three Linn Street - Mulkins First Addition to the City of Topeka.

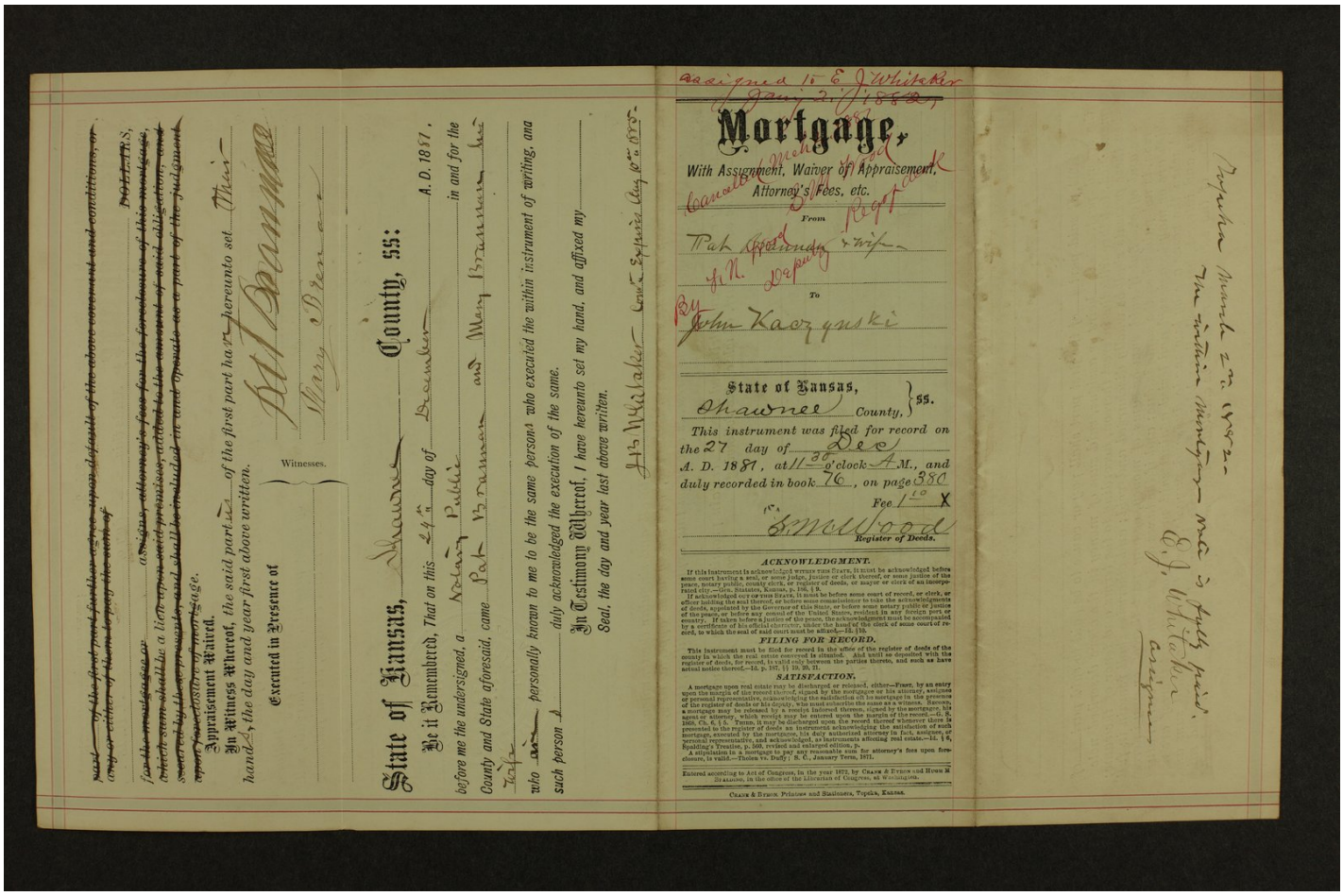
To Have and to Hold the same, *Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever:*

Provided Always, *And these presents are upon this express condition, that whereas, said* Patrick Brannan *ha* s *this day executed and delivered* a *certain promissory note in writing to said part* y *of the second part,* ~~of which the following~~ ~~cop~~

To Secure Seventy nine 79/100 Dollars. due on or before The first Day of July 1882 with interest at Ten per cents per annum.

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

James Barnes Whitaker legal documents



Assigned to E. J. Whitaker
Jany 21 1882

Mortgage,

With Assignment, Waiver of Appraisement, Attorney's Fees, etc.

From

Pat Brennan & wife

To

By John Kaczynski

State of Kansas, Shawnee County, } ss.

This instrument was filed for record on the 27 day of Dec A. D. 1881, at 11 30 o'clock A M., and duly recorded in book 76, on page 380

Fee 1 10 X

S. Mallwood
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 thereof, or some justice of the peace, notary public, county clerk, register of deeds, or mayor or clerk of an incorporated city or town in this State.—G. S. p. 706, § 2.

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. 710.

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 mortgaged is situated. And until so deposited with the register of deeds, for record, it is valid only between the parties thereto, and such as have actual notice thereof.—Id. p. 707, §§ 19, 20, 21.

SATISFACTION.

A mortgage upon real estate may be discharged or released, either—First, by an entry upon the margin of the record thereof, signed by the mortgagee or his attorney, assignee or personal representative, acknowledging the satisfaction of his mortgage in the presence of the register of deeds or his deputy, who must subscribe the same as a witness. Second, a mortgage may be released by a receipt indorsed thereon, signed by the mortgagee, his agent or attorney, which receipt may be entered in the margin of the record.—G. S. p. 708, § 24. Third, the register of deeds upon the record thereof whenever there is presented to him a release of such mortgage, executed by the mortgagee, his duly authorized attorney in fact, assignee, or personal representative, and acknowledged, as instruments affecting real estate.—Id. § 6, Spalding's Treatise, p. 369, revised and enlarged edition, p. .

A stipulation in a mortgage to pay any reasonable sum for attorney's fees upon foreclosure, is valid.—Tholen vs. Duffy; S. C., January Term, 1871.

Entered according to Act of Congress, in the year 1872, by Crane & Byrnes and House & Strahorn, in the office of the Librarian of Congress, at Washington.

Crane & Byrnes Printers and Stationers, Topeka, Kansas.

Reg. Mortgage Records 27: 380
The within mortgage was duly paid.
E. J. Whitaker
Assignee

State of Kansas, Shawnee County, 55:

Be it Remembered, That on this 24th day of December A. D. 1881, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Pat Brennan and Mary Brennan 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 Seal, the day and year last above written.

H. B. Whitaker
Notary Public
Comm. Expires Aug 10th 1885

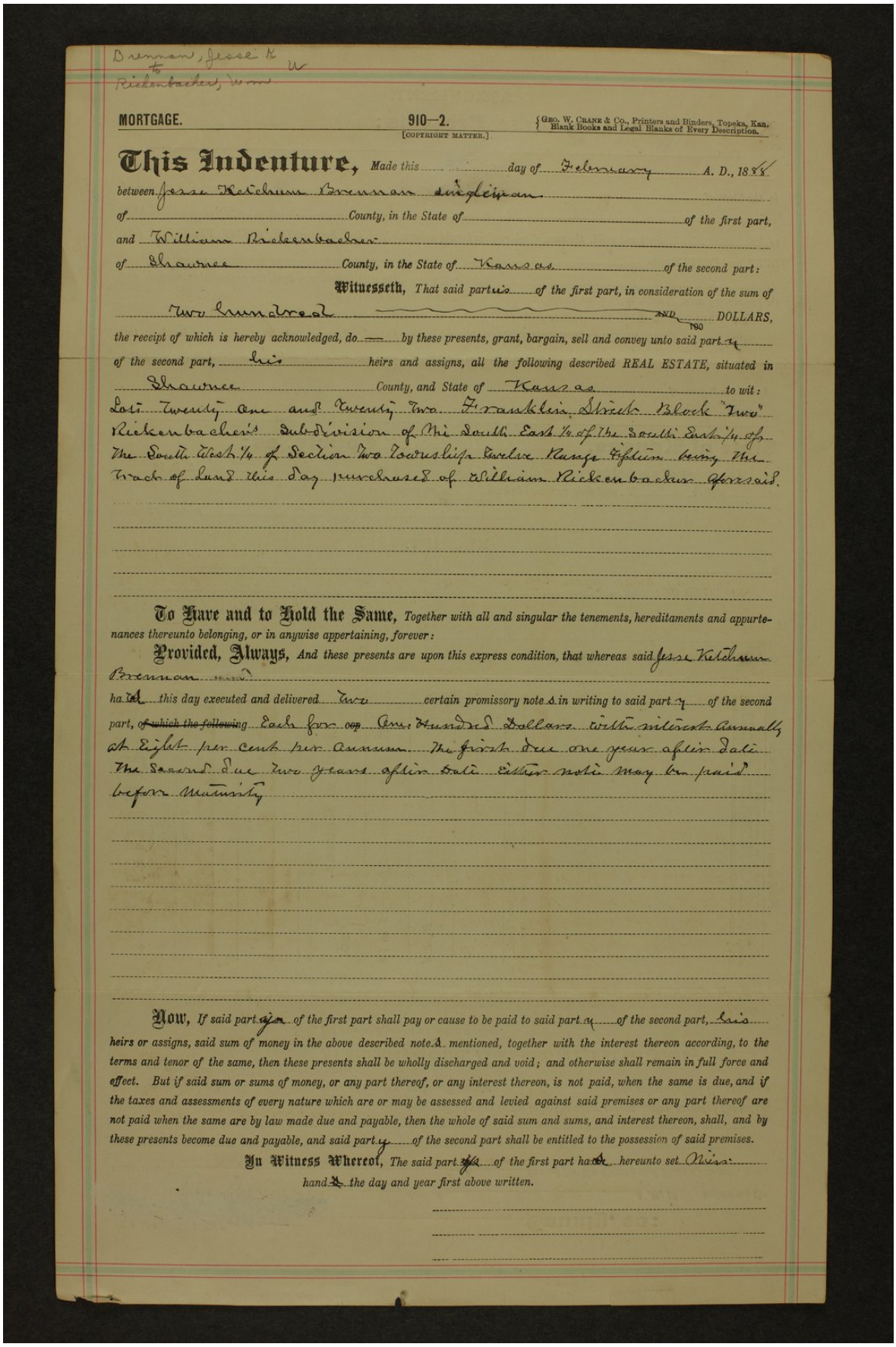
Appraisement Waived.

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

Executed in Presence of

Witnesses.

Pat Brennan
Mary Brennan



Brennan, Jesse K
to
Rickenbacker, Wm

MORTGAGE. 910—2. [COPYRIGHT MATTER.]

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

This Indenture, Made this ..... day of February A. D., 1888

between Jesse Ketchum Brennan and Eliza Brennan

of ..... County, in the State of ..... of the first part,

and William Rickenbacker

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

Two Hundred and no/100 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 Shawnee County, and State of Kansas to wit:

Lots Twenty one and Twenty Two Franklin Street Block "Two" Rickenbacker's Subdivision of the South East ¼ of the South East ¼ of the South West ¼ of Section Two Township Twelve Range Fifteen being the tract of land this day purchased of William Rickenbacker aforesaid.

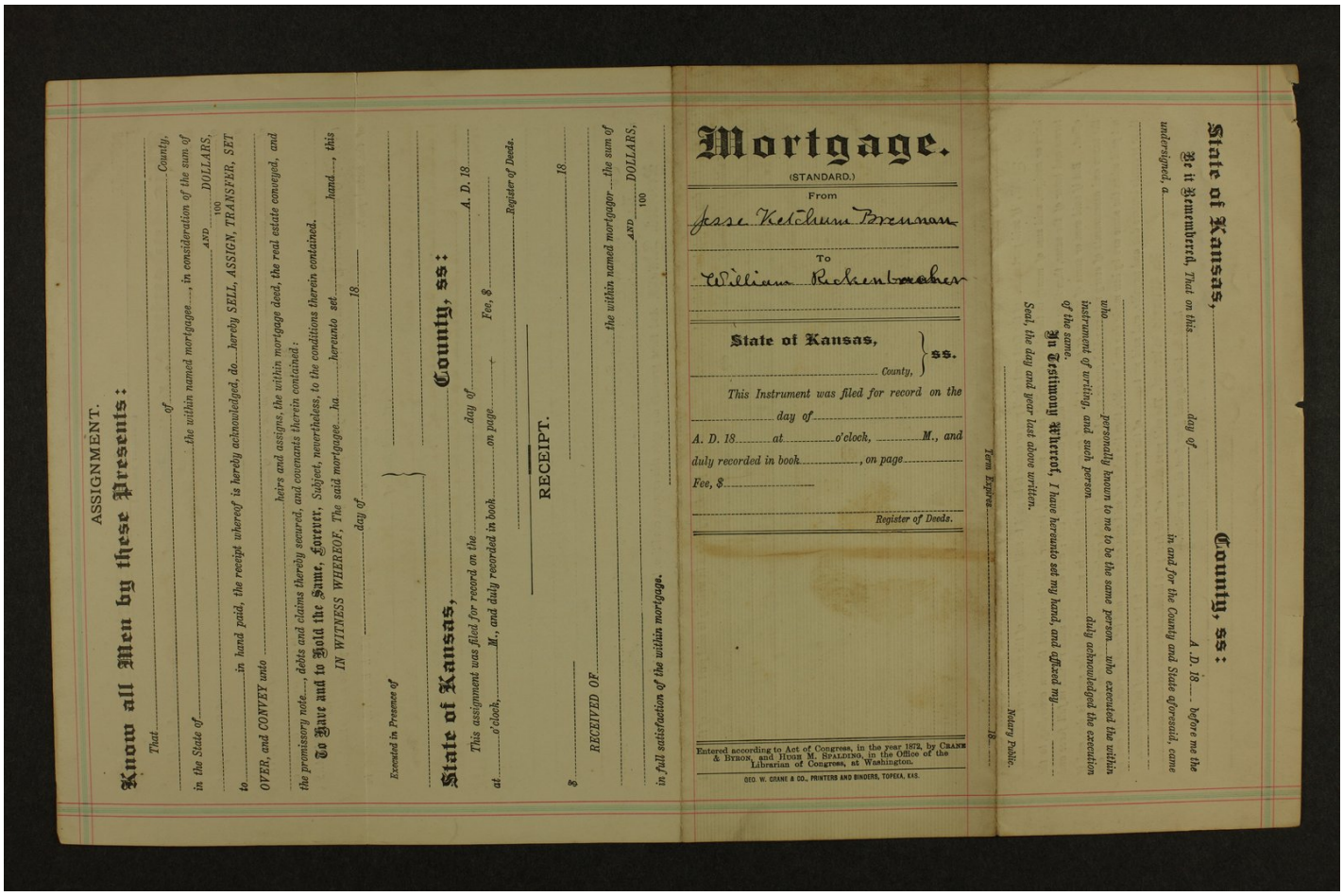
To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:

Provided, Always, And these presents are upon this express condition, that whereas said Jesse Ketchum Brennan and Eliza Brennan ha ve this day executed and delivered Two certain promissory note s in writing to said part y of the second part, ~~of which the following~~ Each for one Hundred Dollars with interest Annually at Eight per cent per Annum. The first due one year after date The second due two years after date either note may be paid before Maturity

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

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

James Barnes Whitaker legal documents



ASSIGNMENT.

Know all Men by these Presents:

That _____ of _____ County, _____ the within named mortgagee, in consideration of the sum of _____ in the State of _____ AND 100 DOLLARS, _____ to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER, and CONVEY unto _____ heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained:

To Have and to Hold the Same, Forever, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set hand, this _____ day of _____ 18__

Executed in Presence of

_____

_____

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

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

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

_____ Register of Deeds.

RECEIPT.

$ _____ 18__

RECEIVED OF _____

_____ the within named mortgagor the sum of _____ AND 100 DOLLARS, _____

in full satisfaction of the within mortgage.

Mortgage.

(STANDARD.)

From

Jesse Ketchum Brennan

To

William Rickenbrocher

State of Kansas, } **ss.**

_____ County,

This Instrument was filed for record on the _____ day of _____

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

Fee, $ _____

_____ Register of Deeds.

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

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

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

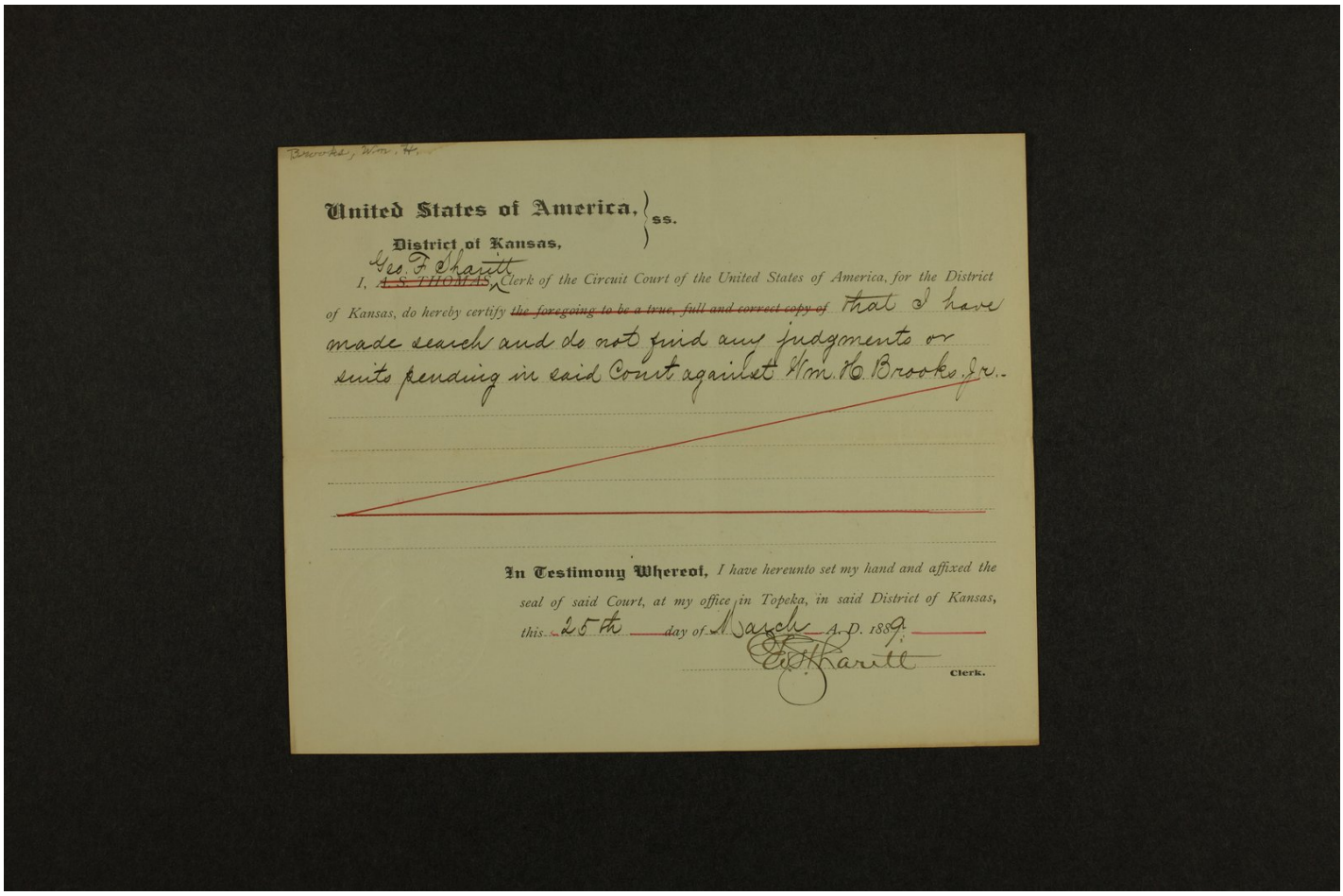
Be it Remembered, That on this _____ day of _____ A. D. 18__ before me the undersigned, a _____ in and for the County and State aforesaid, came _____ who _____ personally known to me to be the same person who executed the within instrument of writing, and such person _____ duly acknowledged the execution 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__

James Barnes Whitaker legal documents



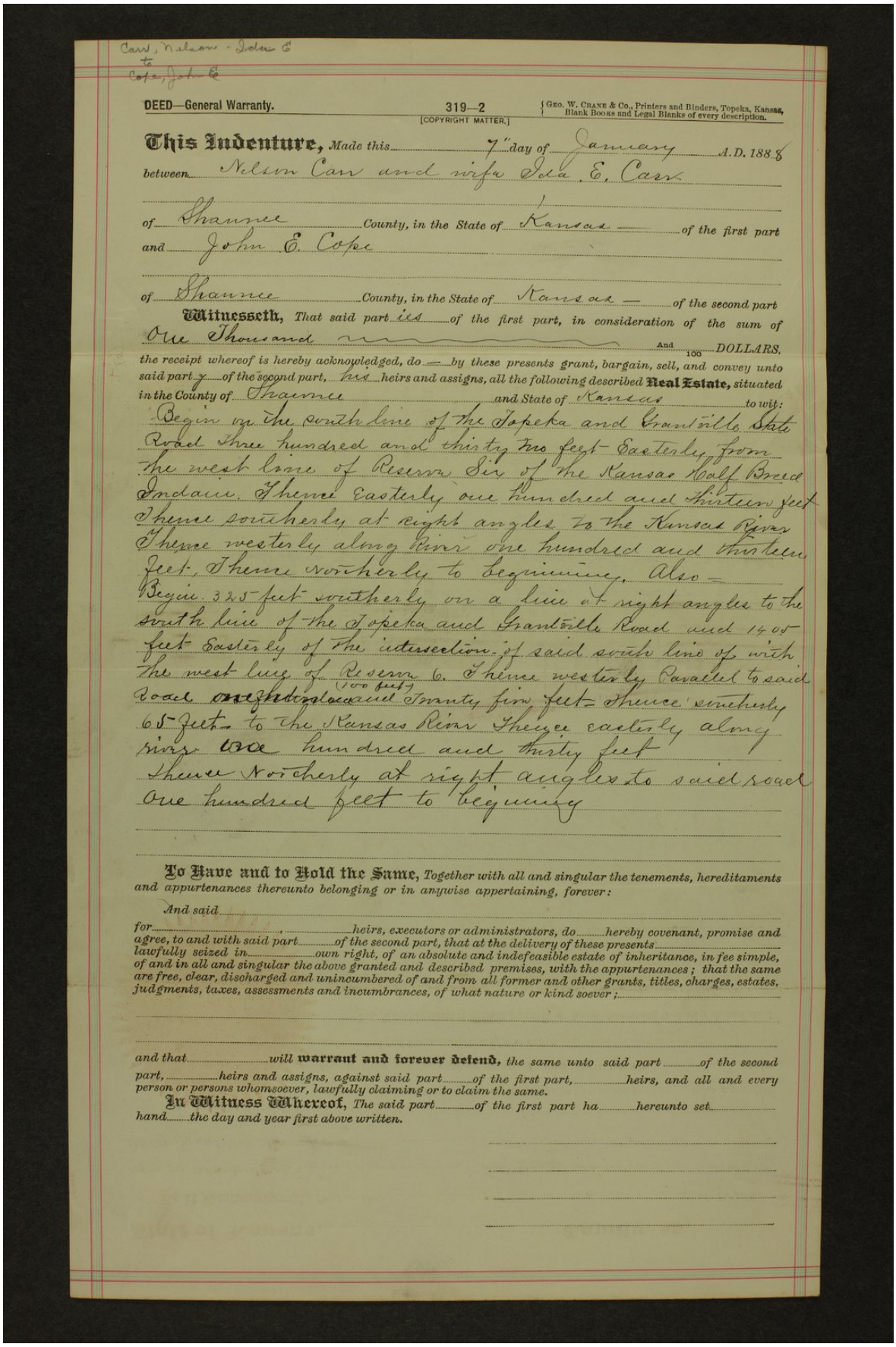
Brooks, Wm. H.

United States of America, } ss.
District of Kansas,

I, ~~A. S. THOMAS~~ Geo. F. Kaett, Clerk of the Circuit Court of the United States of America, for the District of Kansas, do hereby certify ~~the foregoing to be a true, full and correct copy of~~ that I have made search and do not find any judgments or suits pending in said Court against Wm. H. Brooks, Jr.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Topeka, in said District of Kansas, this 25th day of March A.D. 1889.

Geo. F. Kaett
Clerk.



Carr, Nelson - John E
to
Cope, John E

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 7th day of January A.D. 188 8 between Nelson Carr and wife Ida E. Carr of Shawnee County, in the State of Kansas — of the first part and John E. Cope 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 Thousand — 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, his heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to wit:

Begin on the south line of the Topeka and Grantville State Road three hundred and thirty two feet Easterly from the west line of Reserve Six of the Kansas Half Breed Indian. Thence Easterly one hundred and thirteen feet Thence southerly at right angles to the Kansas River Thence westerly along River one hundred and thirteen feet. Thence Northerly to beginning. Also — Begin 325 feet southerly on a line at right angles to the south line of the Topeka and Grantville Road and 1405 feet Easterly of the intersection of said south line of with the west line of Reserve 6. Thence westerly Parallel to said Road one hundred (100 feet) and Twenty five feet Thence southerly 65 feet to the Kansas River Thence easterly along river one hundred and thirty feet Thence Northerly at right angles to said road One hundred feet to beginning

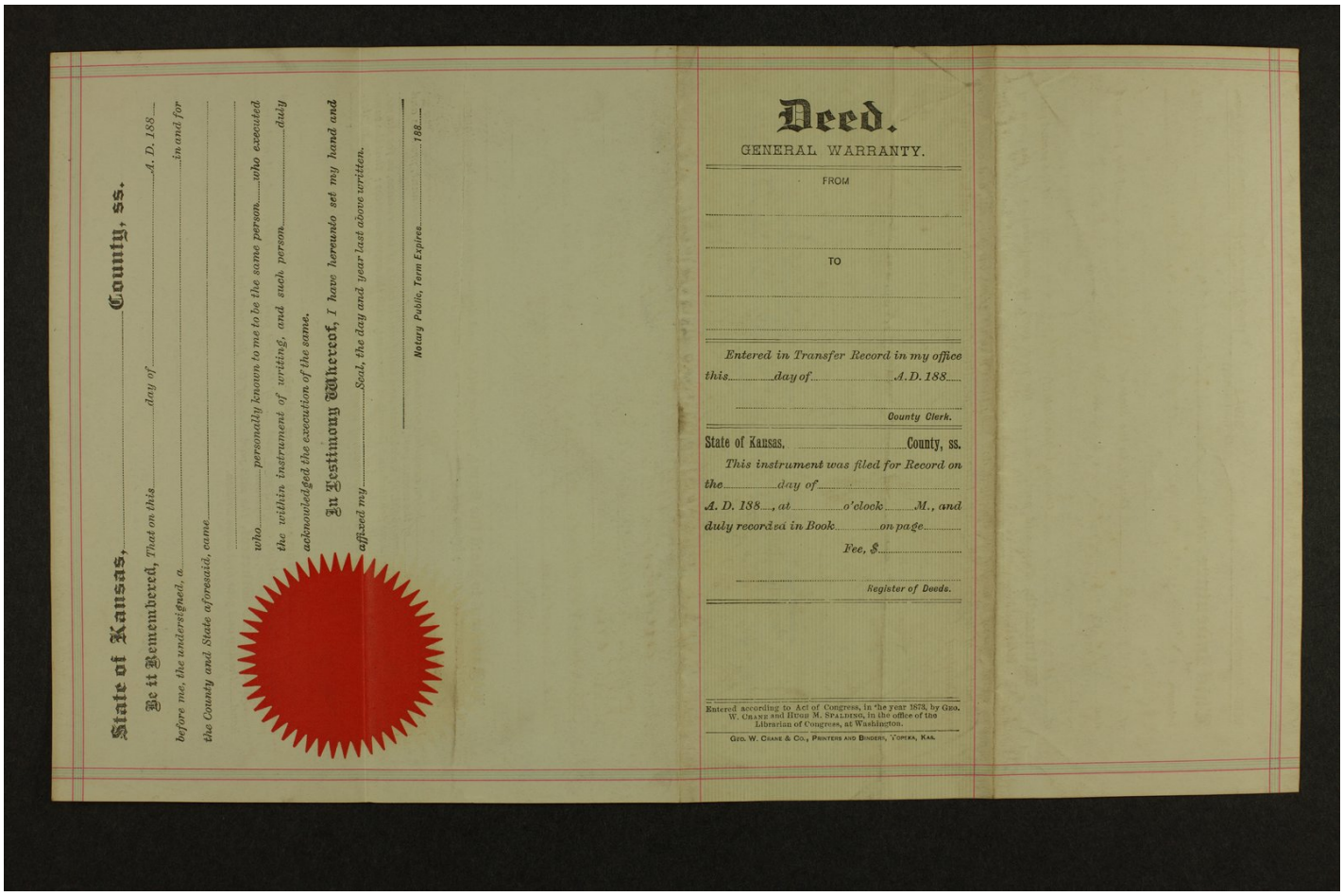
To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever:

And said for 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 lawfully seized in 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 will **warrant and forever defend,** the same unto said part of the second part, heirs and assigns, against said part of the first part, 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 ha hereunto set 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. 188.... before me, the undersigned, a ..... in and for the County and State aforesaid, came .....

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

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

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

Deed.

GENERAL WARRANTY.

FROM

.....

.....

TO

.....

.....

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

..... County Clerk.

State of Kansas, ... County, ss.

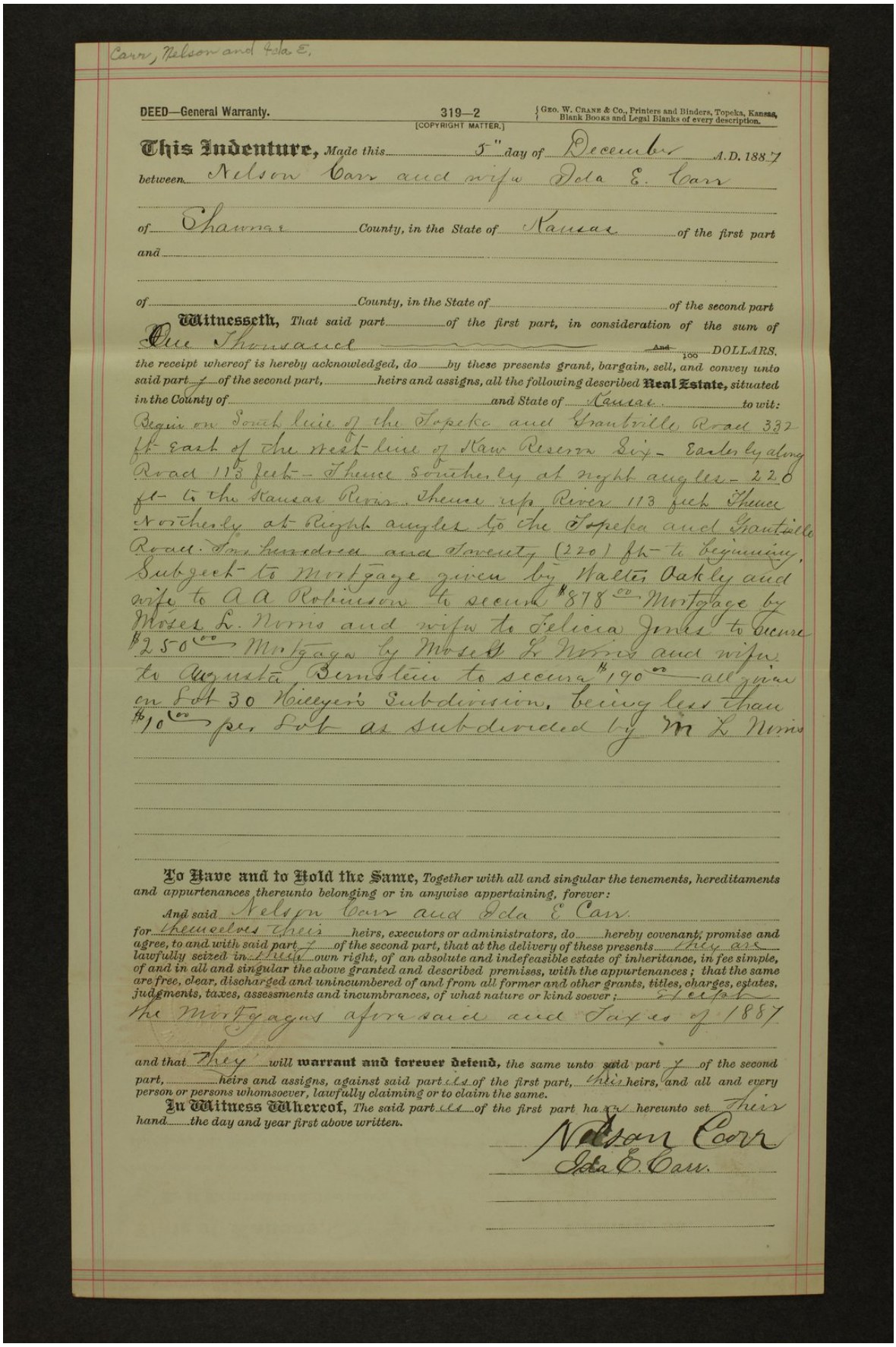
This instrument was filed for Record on the ..... day of ..... A. D. 188...., at ..... o'clock ..... M., and duly recorded in Book ..... on page .....

Fee, $.....

..... Register of Deeds.

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

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



Carr, Nelson and Ida E.

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 5" day of December A.D. 1887 between Nelson Carr and wife Ida E. Carr

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

of County, in the State of of the second part

Witnesseth, That said part of the first part, in consideration of the sum of One Thousand 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, heirs and assigns, all the following described **Real Estate,** situated in the County of and State of Kansas to wit:

Begin on South line of the Topeka and Grantville Road 332 ft East of the West line of Kaw Reserve Div - Easterly along Road 113 feet - Thence Southerly at right angles - 220 ft - to the Kansas River Thence up River 113 feet Thence Northerly at Right angles to the Topeka and Grantville Road. Two hundred and twenty (220) ft - to beginning, Subject to Mortgage given by Walter Oakley and wife to A A Robinson to secure $878.00 Mortgage by Moses L. Norris and wife to Felicia Jones to secure $250.00 Mortgage by Moses L Norris and wife to Augusta Bernstein to secure $190.00 all given on Lot 30 Kilgore's Subdivision, being less than $10.00 per Lot as subdivided by M L Norris

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 Nelson Carr and Ida E Carr for themselves their 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, judgements, taxes, assessments and incumbrances, of what nature or kind soever; except the Mortgages aforesaid and Taxes of 1887

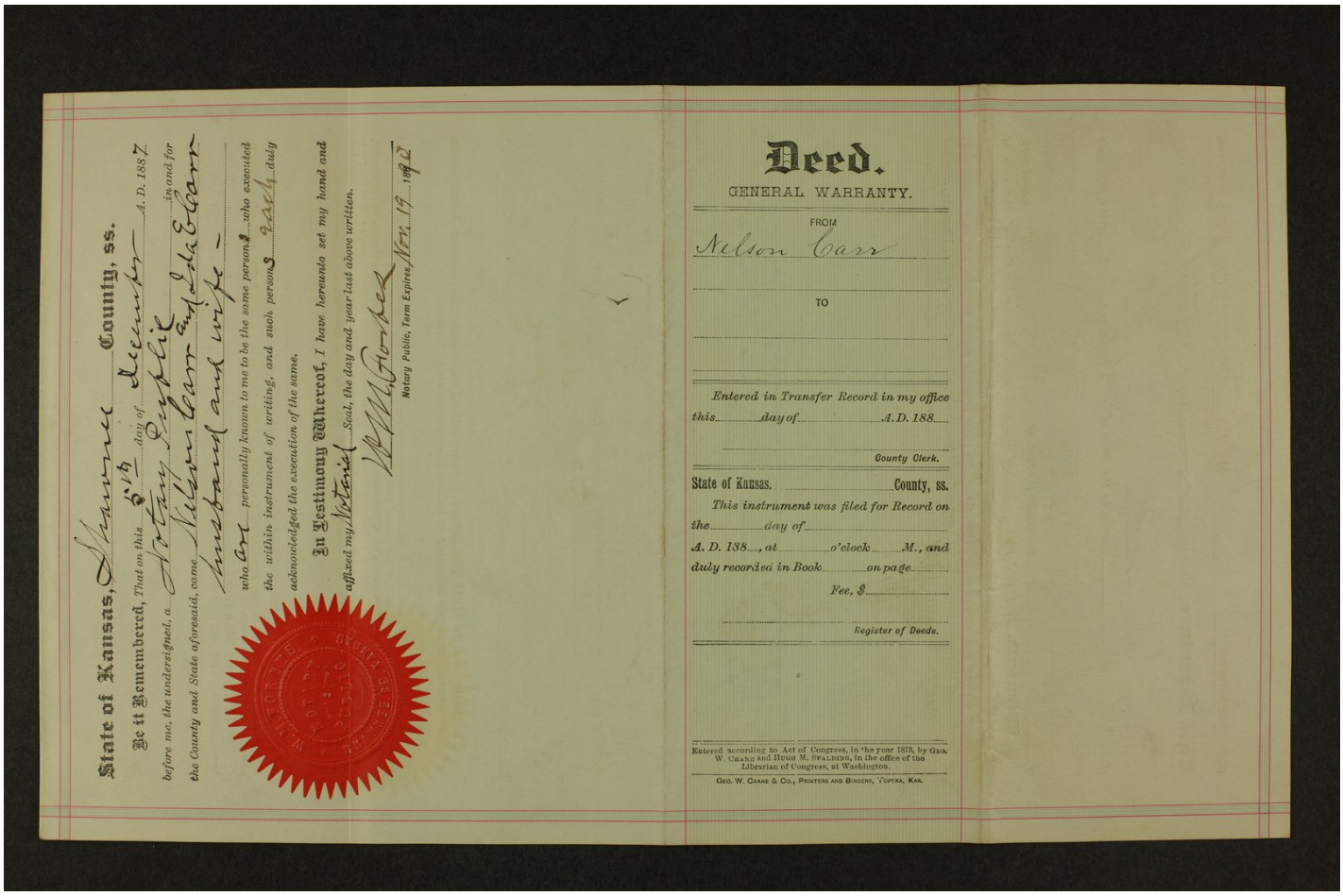
and that they will **warrant and forever defend,** the same unto said part of the second part, heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

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

Nelson Carr

Ida E Carr

James Barnes Whitaker legal documents



Deed.

GENERAL WARRANTY.

FROM

Nelson Carr

TO

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

County Clerk.

State of Kansas, ...County, ss.

This instrument was filed for Record on the.....day of.....A. D. 188...., at.....o'clock.....M., and duly recorded in Book.....on page.....

Fee, $.....

Register of Deeds.

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

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

State of Kansas, Saunner County, ss.

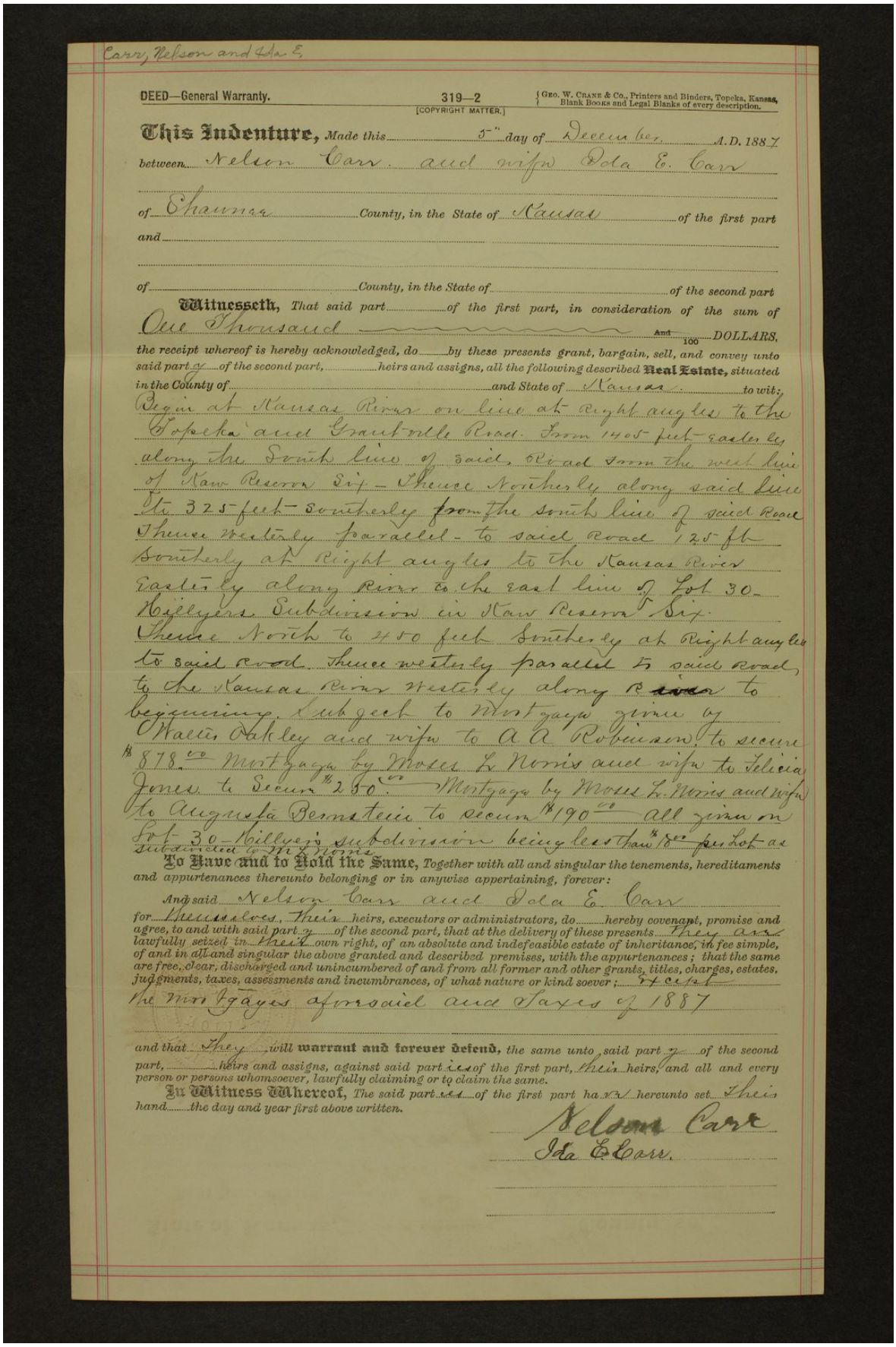
Be it Remembered, That on this 5th day of Decemb A. D. 1887 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nelson Carr and Sarah E. Carr husband and wife

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.

W. H. Forbes

Notary Public, Term Expires Nov. 19 1890



Carr, Nelson and Ida E.

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 5th day of December A.D. 188 7
between Nelson Carr and wife Ida E. Carr
of Shawnee County, in the State of Kansas of the first part
and
of County, in the State of of the second part

Witnesseth, That said part of the first part, in consideration of the sum of One Thousand 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, heirs and assigns, all the following described **Real Estate,** situated in the County of and State of Kansas to wit:

Begin at Kansas River on line at Right angles to the Topeka and Grantville Road. From 1405 feet easterly along the South line of said Road from the west line of Kaw Reserve Six - Thence Northerly along said line 325 feet - Southerly from the South line of said Road Thence Westerly parallel - to said Road 125 ft Southerly at Right angles to the Kansas River Easterly along River to the east line of Lot 30 - Killyers Subdivision in Kaw Reserve Six. Thence North to 450 feet Southerly at Right angles to said road. Thence westerly parallel to said Road, to the Kansas River Westerly along River to beginning. Subject to Mortgage given by Walter Oakley and wife to A R Robinson to secure $878.00 Mortgage by Moses L Norris and wife to Felicia Jones to Secure $250.00 Mortgage by Moses L Norris and wife to Augusta Bernstein to secure $190.00 all given on Lot 30 - Killyer's Subdivision being less than $18.00 per Lot as assumed by Mortgagee

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

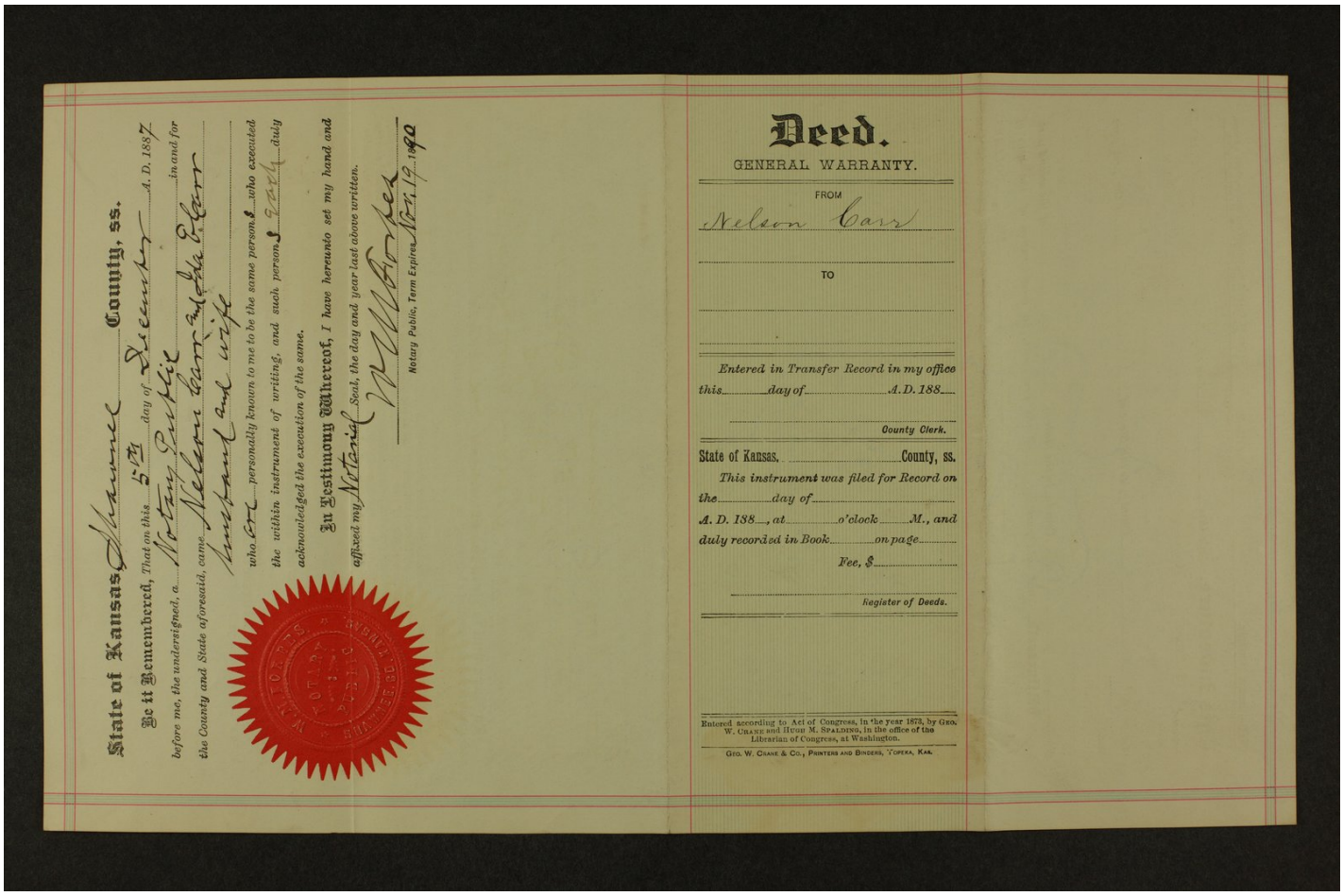
And said Nelson Carr and Ida E. Carr for themselves, their heirs, executors or administrators, do hereby covenant, promise and agree, to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate 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; except the Mortgages aforesaid and Taxes of 1887

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

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

Nelson Carr
Ida E Carr.

James Barnes Whitaker legal documents



State of Kansas, Shawnee County, ss.

Be it Remembered, That on this 5th day of December A. D. 1887 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nelson Carr and 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.

Notary Public, Term Expires Nov. 12, 1890

Deed.

GENERAL WARRANTY.

FROM

Nelson Carr

TO

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

County Clerk.

State of Kansas, ... County, ss.

This instrument was filed for Record on the ..... day of .....

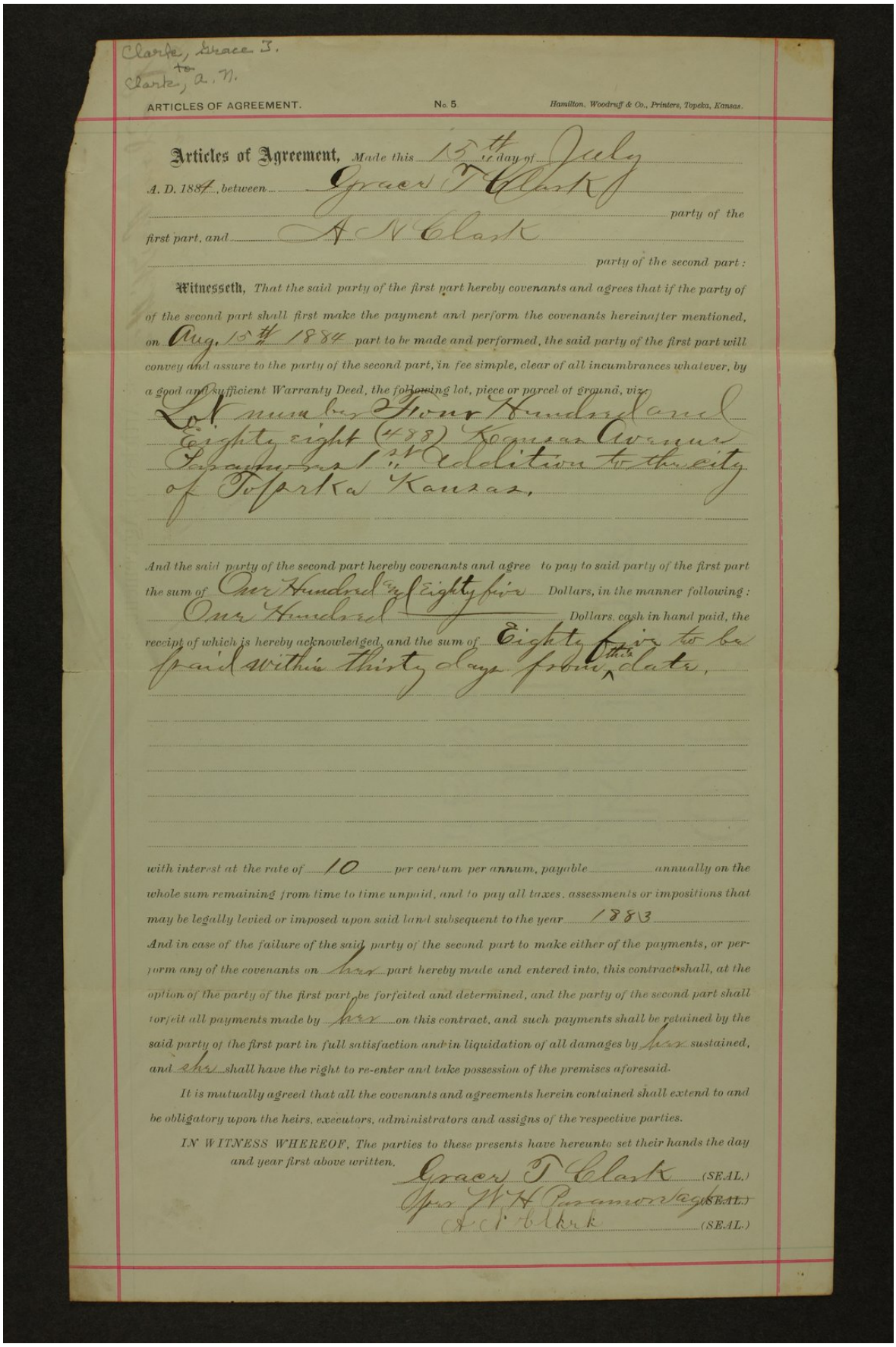
A. D. 188..., at ..... o'clock ..... M., and duly recorded in Book ..... on page .....

Fee, $.....

Register of Deeds.

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

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



Clarke, Grace T.
to
Clarke, A. N.

ARTICLES OF AGREEMENT. No. 5 Hamilton, Woodruff & Co., Printers, Topeka, Kansas.

Articles of Agreement, Made this 15th day of July A. D. 1884, between Grace T Clark party of the first part, and A N Clark party of the second part:

Witnesseth, That the said party of the first part hereby covenants and agrees that if the party of of the second part shall first make the payment and perform the covenants hereinafter mentioned, on Aug. 15th 1884 part to be made and performed, the said party of the first part will convey and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by a good and sufficient Warranty Deed, the following lot, piece or parcel of ground, viz:

Lot number Four Hundred and Eighty eight (488) Kansas Avenue Topeka 1st Addition to the city of Topeka Kansas.

And the said party of the second part hereby covenants and agree to pay to said party of the first part the sum of One Hundred & Eighty five Dollars, in the manner following: One Hundred Dollars, cash in hand paid, the receipt of which is hereby acknowledged, and the sum of Eighty five to be paid within thirty days from date,

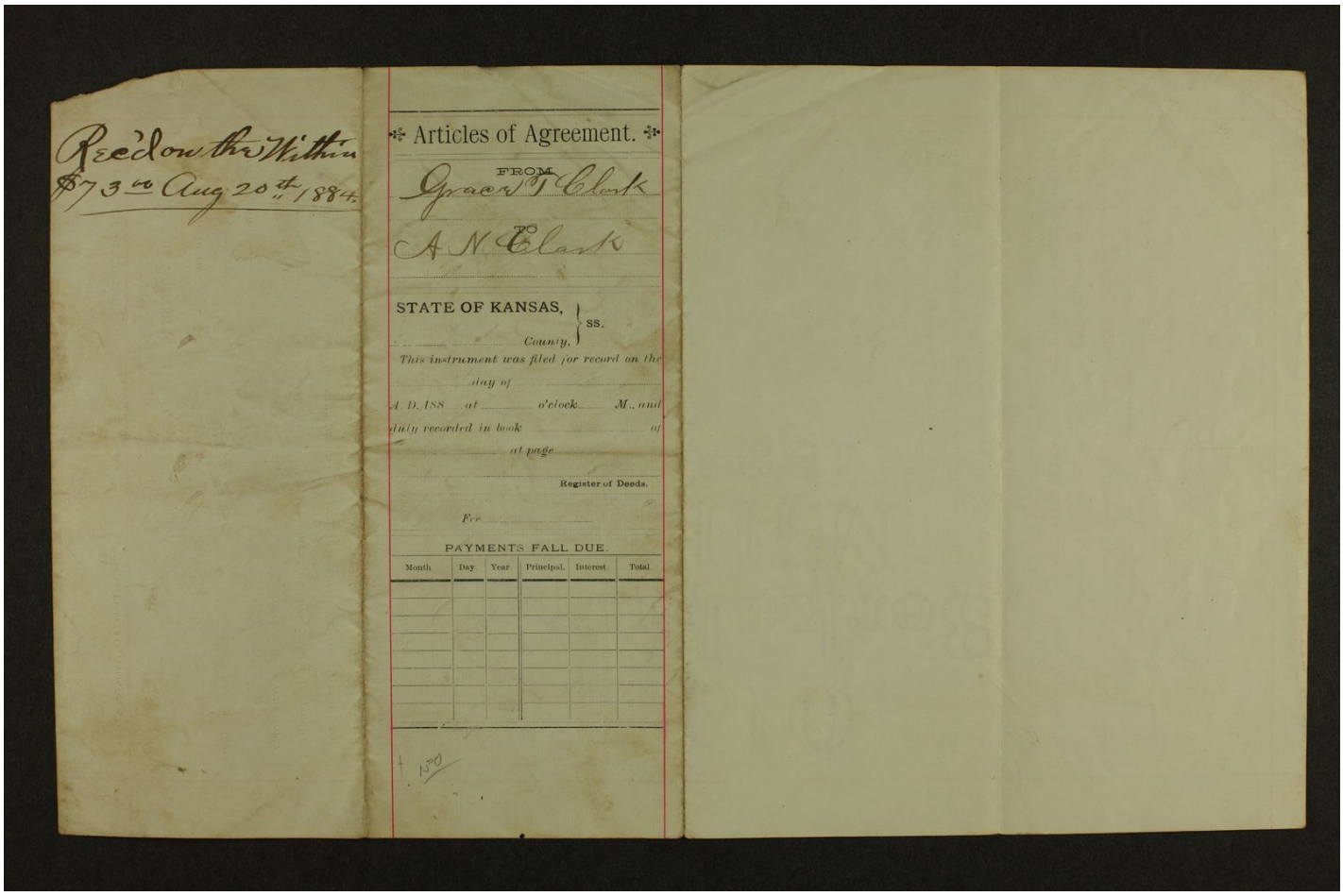
with interest at the rate of 10 per centum per annum, payable annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1883. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on her part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by her sustained, and she shall have the right to re-enter and take possession of the premises aforesaid.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

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

Grace T Clark (SEAL.)
Mrs W H Parmenter (SEAL.)
A N Clark (SEAL.)

James Barnes Whitaker legal documents



Rec'd on the Within
$73.00 Aug 20th 1884.

Articles of Agreement.

FROM
Grace V. Clark

TO
A. N. Clark

STATE OF KANSAS, } SS.
..... County, }

This instrument was filed for record on the
..... day of .....
A. D. 188... at ..... o'clock..... M., and
duly recorded in book ..... of
..... at page .....

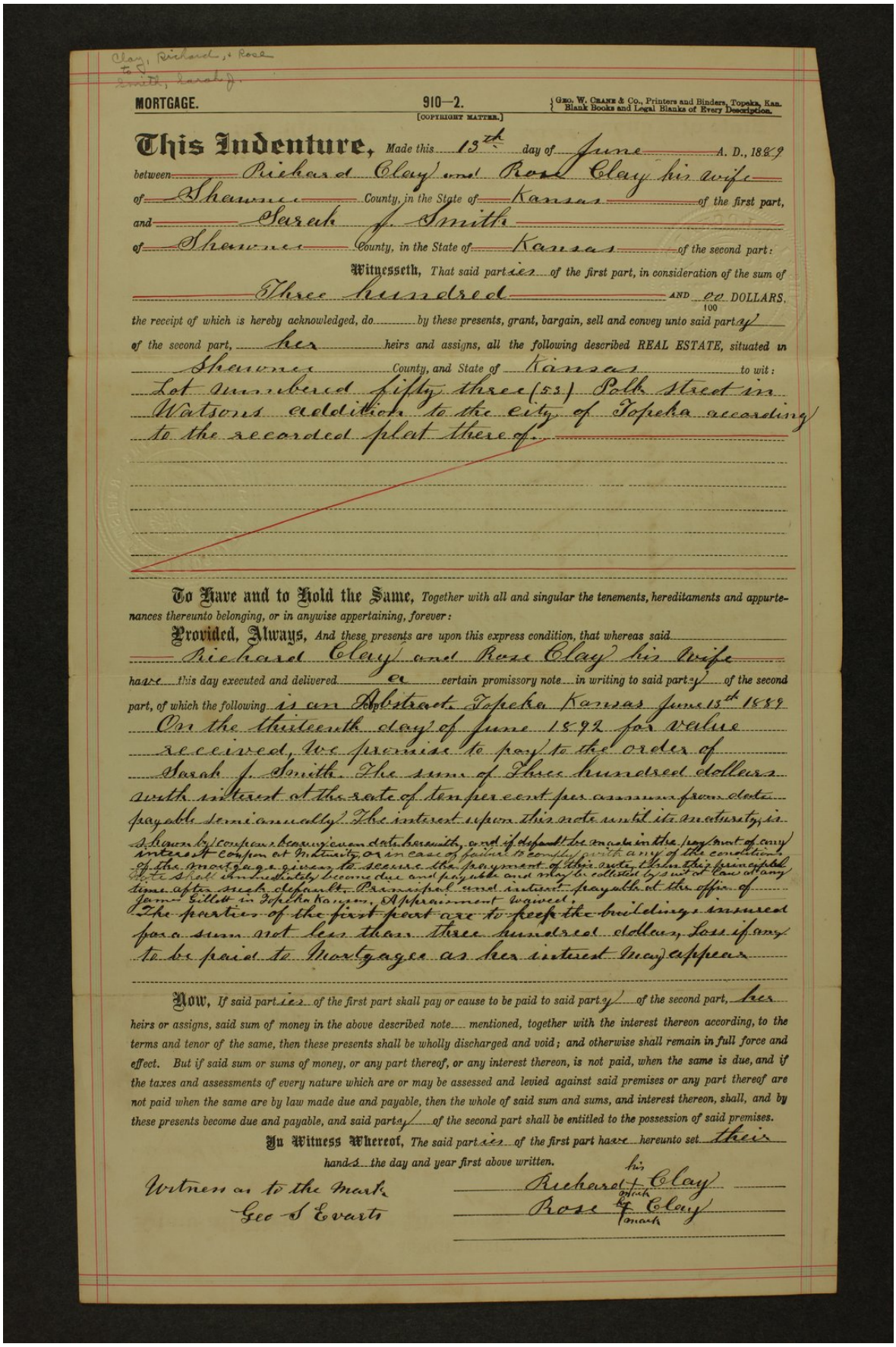
Register of Deeds.

Fee .....

PAYMENTS FALL DUE.

Month	Day	Year	Principal.	Interest.	Total.

1 130



Clay, Richard, & Rose
to
Smith, Sarah J.

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

This Indenture, Made this 13th day of June A. D., 1889 between Richard Clay and Rose Clay his wife of Shawnee County, in the State of Kansas of the first part, and Sarah J. Smith 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 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in Shawnee County, and State of Kansas to wit: Lot numbered fifty three (53) Polk street in Watsons addition to the city of Topeka according to the recorded plat there of.

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

Provided, Always, And these presents are upon this express condition, that whereas said Richard Clay and Rose Clay his wife have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is an Abstract. Topeka Kansas June 13th 1889 On the thirteenth day of June 1892 for value received, We promise to pay to the order of Sarah J. Smith The sum of Three hundred dollars with interest at the rate of ten per cent per annum from date payable semi annually The interest upon this note until its maturity is to be paid by coupons bearing even date herewith, and if default be made in the payment of any interest coupon at maturity, or in case of failure to comply with any of the conditions of the mortgage given to secure the payment of this note then the principal of the note shall immediately become due and payable and may be collected by suit at law at any time after such default. Principal and interest payable at the office of James Tillett in Topeka Kansas, Appraisment waived. The parties of the first part are to keep the buildings insured for a sum not less than three hundred dollars, Loss if any to be paid to Mortgagee as her interest may appear

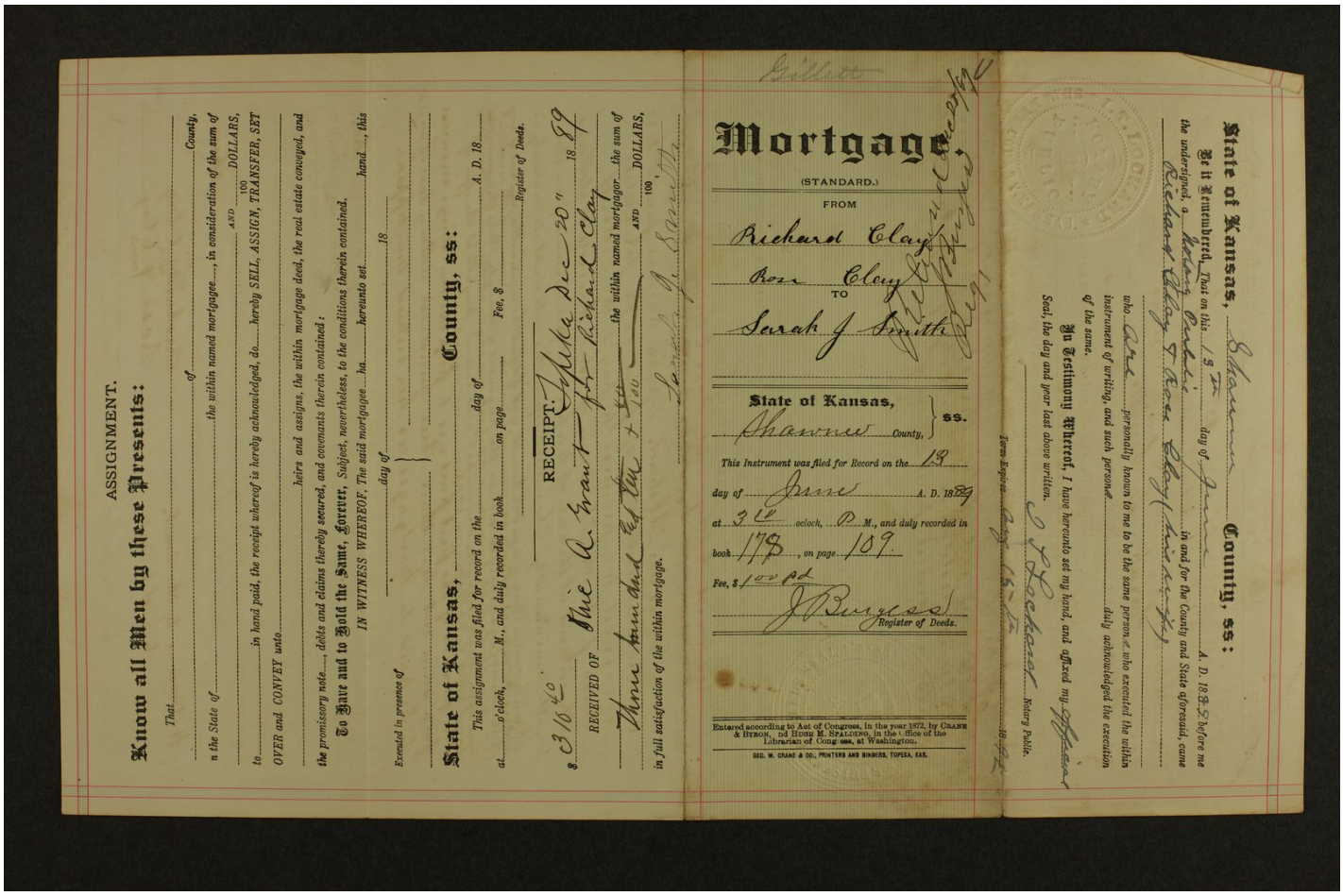
Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according, to the terms and tenor of the same, then these presents shall be wholly discharged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

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

Witness as to the mark
Geo S Everts

Richard + Clay his mark
Rose + Clay her mark

James Barnes Whitaker legal documents



ASSIGNMENT.

Know all Men by these Presents:

That _____ of _____ County,

in the State of _____ the within named mortgagee, in consideration of the sum of _____ DOLLARS,

to _____ in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET

OVER and CONVEY unto _____ heirs and assigns, the within mortgage deed, the real estate conveyed, and

the promissory note, debts and claims thereby secured, and covenants therein contained:

To Have and to Hold the Same, Forever, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set hand, this

day of 18

Executed in presence of

State of Kansas, County, ss:

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

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

RECEIPT.

$ 3.10 Filed for Record Dec 20" 18 89

RECEIVED OF R. Grant for Richard Clay

the within named mortgagor the sum of

Three dollars and ten cts + 100 DOLLARS,

in full satisfaction of the within mortgage.

Sarah J. Smith

Mortgage.

(STANDARD.)

FROM

Richard Clay

Ross Clay

TO

Sarah J Smith

State of Kansas, } ss.

Shawnee County,

This Instrument was filed for Record on the 19

day of June A. D. 1889

at 3 o'clock, P. M., and duly recorded in

book 178, on page 189

Fee, $1.00 Pd

J Burgess

Register of Deeds.

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

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

State of Kansas, Shawnee County, ss:

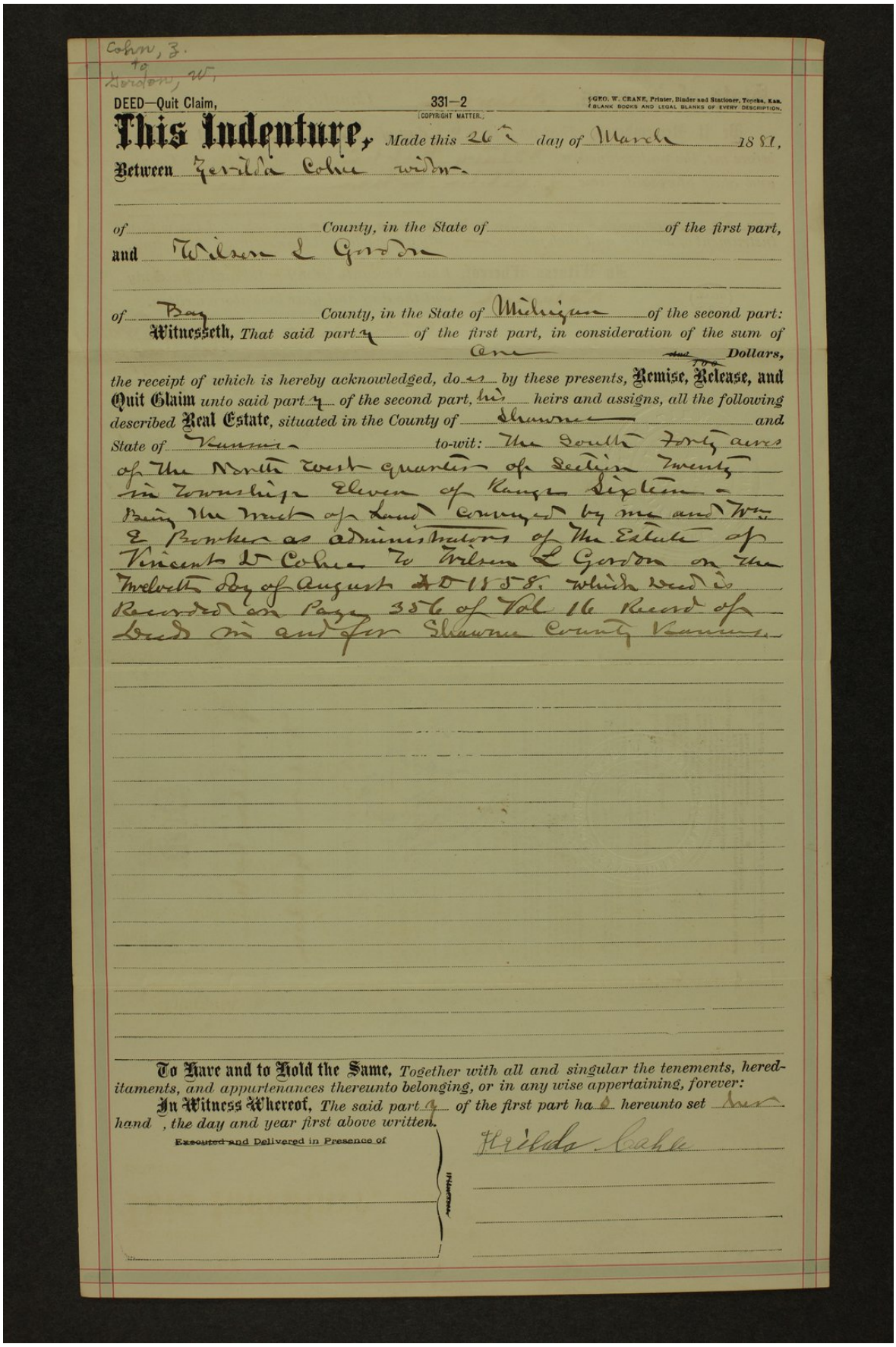
Be it Remembered, That on this 13 day of June A. D. 1889 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Clay & Ross Clay (husband)

who are personally known to me to be the same person 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 Official Seal, the day and year last above written.

D Peckham Notary Public.

Term Expires Aug 15 1892



Cohn, J.
to
Gordon, W.

DEED—Quit Claim, 331—2
(COPYRIGHT MATTER.)
GEO. W. CRANE, Printer, Binder and Stationer, Topeka, Kan.
BLANK BOOKS AND LEGAL BLANKS OF EVERY DESCRIPTION.

This Indenture, Made this 26 day of March 1881,

Between Zerilda Cohn widow

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

and Wilson L Gordon

of Bay County, in the State of Michigan of the second part:

Witnesseth, That said part y of the first part, in consideration of the sum of One ~~and 100~~ **Dollars,**

the receipt of which is hereby acknowledged, do es by these presents, **Remise, Release, and Quit Claim** unto said part y of the second part, his heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to-wit: The South Forty acres of the North West quarter of Section Twenty in Township Eleven of Range Eighteen a being the tract of Land conveyed by me and Wm E Bowker as administrators of the Estate of Vincent D Cohn to Wilson L Gordon on the Twelveth day of August A D 1878 which Deed is Recorded on Page 356 of Vol 16 Record of Deeds in and for Shawnee County Kansas

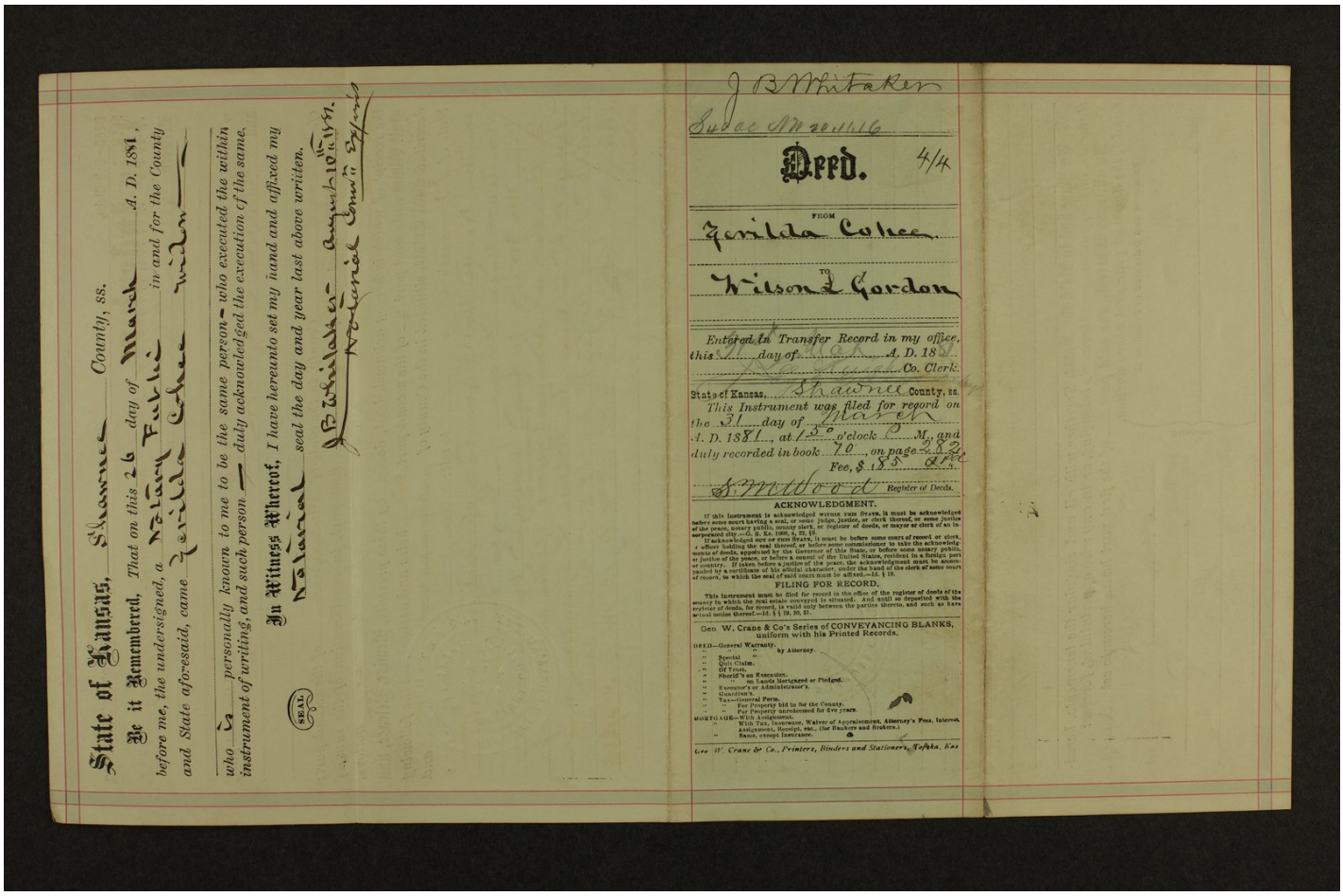
To Have and to Hold the Same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever:

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

~~Executed~~ and Delivered in Presence of

Zerilda Cohn

James Barnes Whitaker legal documents



J B Whitaker

Indec 20111116

Deed. 4/4

FROM

Zerilda Cohee

TO

Wilson L Gordon

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

... Co. Clerk.

State of Kansas, Shawnee County, ss.

This Instrument was filed for record on the 31 day of March A. D. 1881, at 1:30 o'clock P M., and duly recorded in book 70, on page 232

Fee, $ 1.85

S. Mitchell *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 thereof, or some officer holding the seal thereof, or before some commissioner to take the acknowledgments of deeds, appointed by the Governor of this State, or before some notary public or justice of the peace, or before a consul of the United States, resident in a foreign port or country. If taken before a justice of the peace, 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, 27.

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

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

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

State of Kansas, Shawnee County, ss.

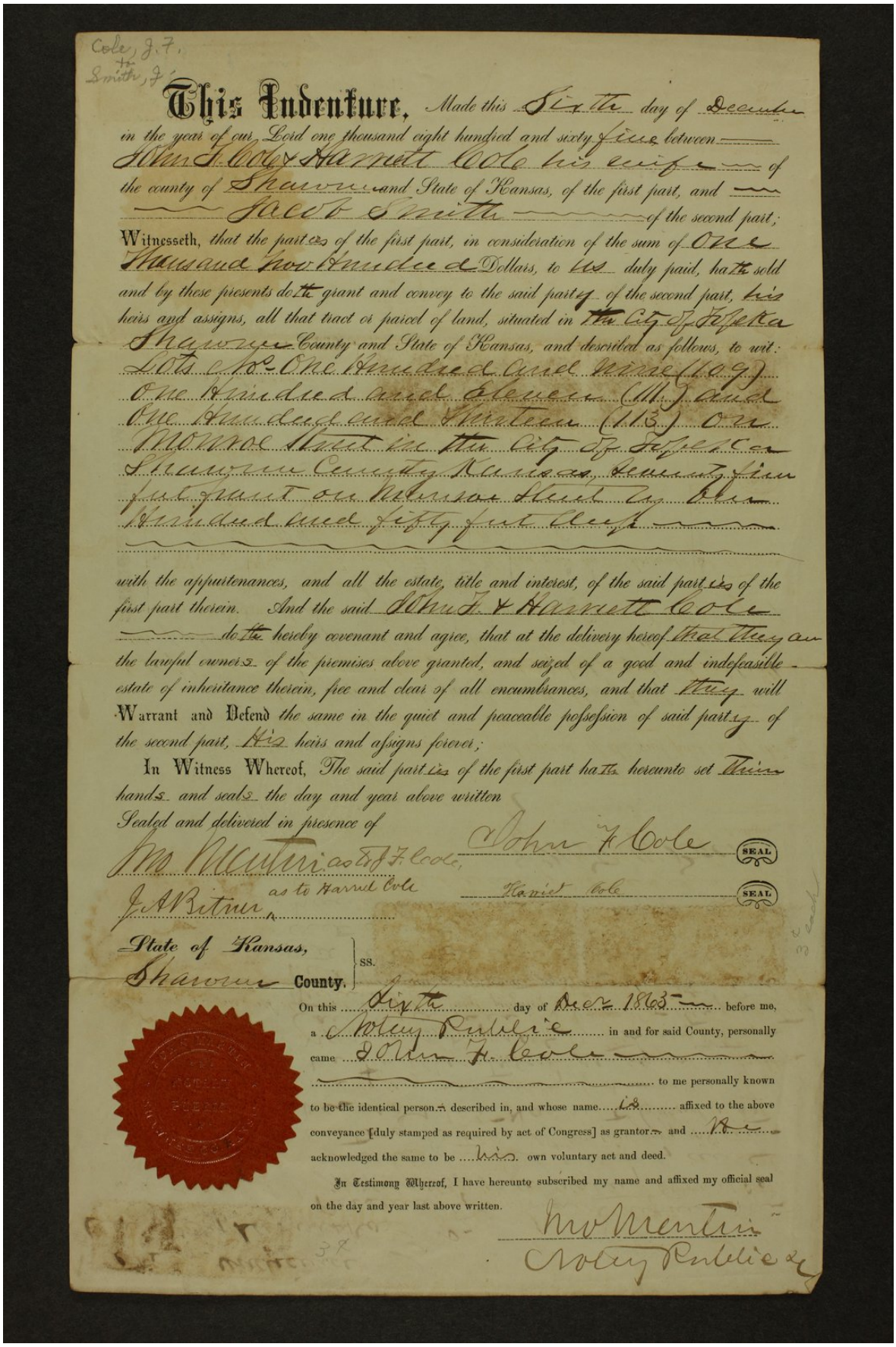
Be it Remembered, That on this 26 day of March A. D. 1881, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Zerilda Cohee who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the 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)

J B Whitaker Augusta Kans 10 Nov 81
Notarial Comm Expires

James Barnes Whitaker legal documents



Cole, J. F.
to
Smith, J.

This Indenture, Made this Sixth day of December in the year of our Lord one thousand eight hundred and sixty five between John F. Cole & Harriett Cole his wife of the county of Shawnee and State of Kansas, of the first part, and Jacob Smith of the second part;

Witnesseth, that the parties of the first part, in consideration of the sum of One Thousand Four Hundred & Dollars, to us duly paid, hath sold and by these presents do the grant and convey to the said party of the second part, his heirs and assigns, all that tract or parcel of land, situated in the City of Topeka Shawnee County and State of Kansas, and described as follows, to wit: Lots No. One Hundred and Nine (109) One Hundred and Eleven (111) and One Hundred and Thirteen (113) on Monroe Street in the City of Topeka Shawnee County Kansas, Fronting five feet on Harrison Street by One Hundred and Sixty feet deep

with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said John F. & Harriett Cole do the hereby covenant and agree, that at the delivery hereof that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will Warrant and Defend the same in the quiet and peaceable posession of said party of the second part, His heirs and assigns forever;

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

Sealed and delivered in presence of

Wm Martin as to J. F. Cole — John F. Cole SEAL

J. A. Ritner as to Harriet Cole — Harriet Cole SEAL

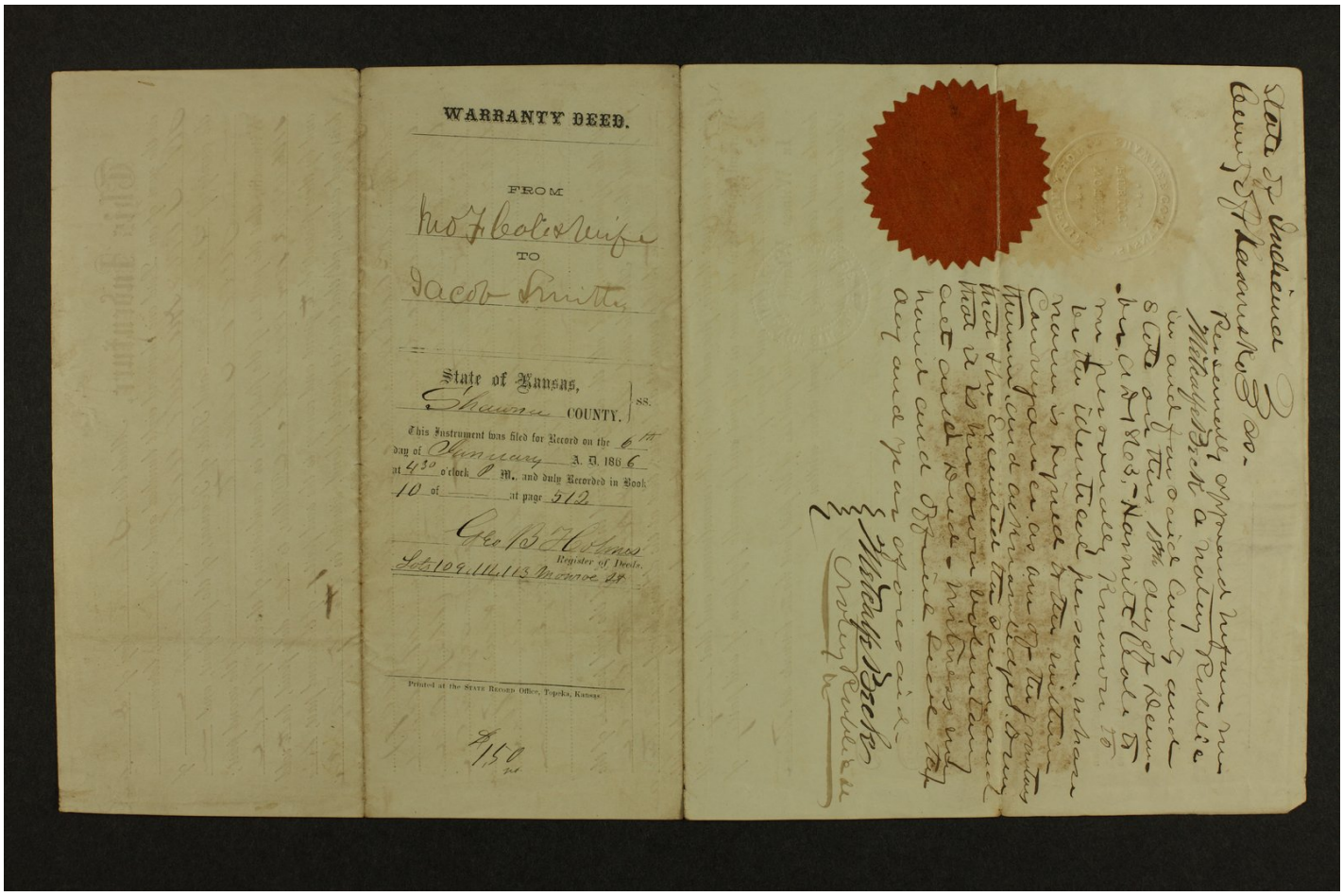
State of Kansas, } ss.
Shawnee County.

On this Sixth day of Dec. 1865 before me, a Notary Public in and for said County, personally came John F. Cole to me personally known to be the identical person described in, and whose name is affixed to the above conveyance [duly stamped as required by act of Congress] as grantor and he acknowledged the same to be his own voluntary act and deed.

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

Wm Martin
Notary Public

James Barnes Whitaker legal documents



WARRANTY DEED.

FROM

Wm F Bolin & wife

TO

Jacob Smith

State of Kansas, Shawnee COUNTY. } ss.

This Instrument was filed for Record on the 6th day of January A. D. 1866 at 4:30 o'clock P. M., and duly Recorded in Book 10 of _____ at page 512

Geo B Hoskins Register of Deeds.

Lots 109, 111, 113 Monroe St

Printed at the STATE RECORD Office, Topeka, Kansas.

$150

Sold to Jacob Smith Jan 6th 1866 for $150.00

Received of Jacob Smith one hundred & fifty dollars in full for the within described lots & premises. Witness my hand this 6th day of January 1866.

Wm F Bolin

Witness

Geo B Hoskins

Notary Public

James Barnes Whitaker legal documents



Collins, J. S.

TAX SALE

No. 716 CERTIFICATE. $3 55

I, Chester Thomas, Jr., County Treasurer of Shawnee County, do hereby certify that at a public sale of property for delinquent taxes, as provided by law, held at Topeka, the County Seat of said County, on the first Tuesday, being the fourth day of September, A. D. 1877, the following described property situated in the County of Shawnee, State of Kansas, was sold to J. S. Collins.

to wit:

No Commencing 6 rods N of Center of Sec 12, W 31 rods, and 4 ft. N 69 rods, E 31 rods and 4 ft. N 69 rods to beginning — 11 59/100 acres in

Quarter of Section 12 Township 11 Range 15

for the sum of Three 55/100 Dollars,

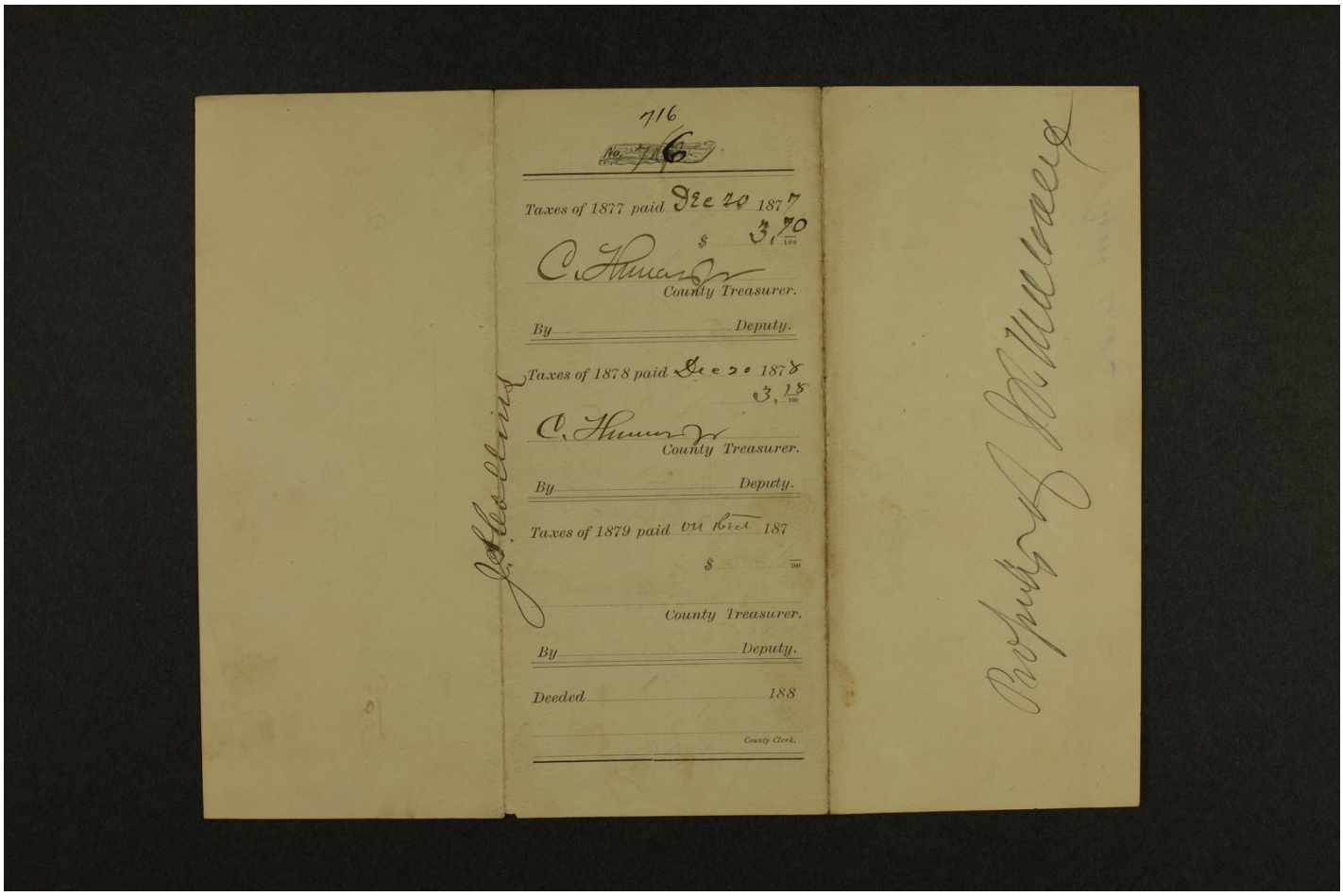
being the full amount of tax, penalty and charges due upon said land for the year 1876, and unless redeemed, in accordance with the provisions of law prior to that time, the said J. S. Collins will be entitled to a deed thereof from the County, the fifth day of September, A. D. 1880.

Chester Thomas Jr
County Treasurer.

By T. M. James
Deputy.

Sec 7 of Byers. Land

James Barnes Whitaker legal documents


716

No. 716

Taxes of 1877 paid Dec 20 1877

$ 3.70/100

C. Hunsicker

County Treasurer.

By ..... Deputy.

Taxes of 1878 paid Dec 20 1878

3.15/100

C. Hunsicker

County Treasurer.

By ..... Deputy.

Taxes of 1879 paid Dec 1879

$ ...../100

..... County Treasurer.

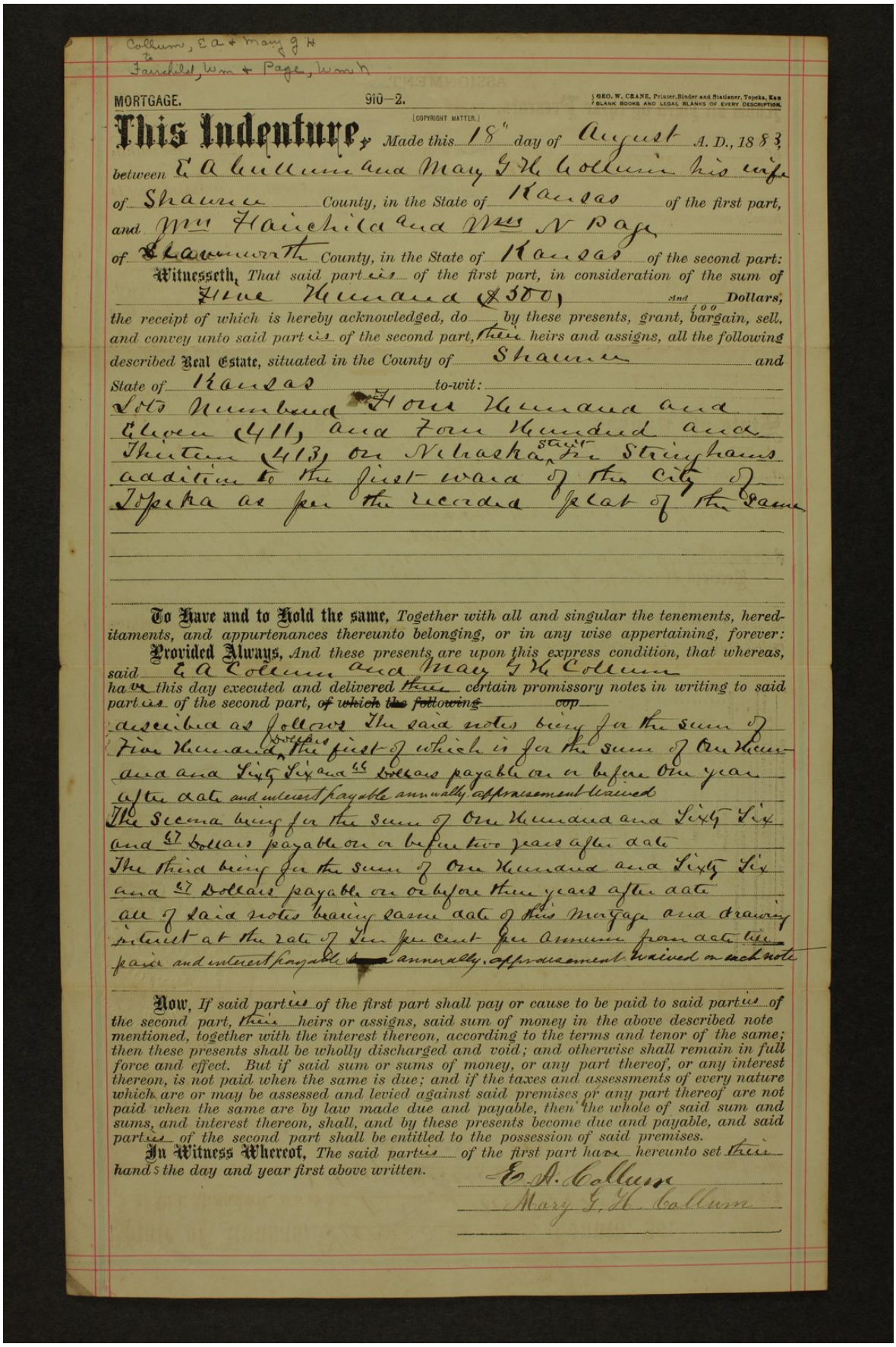
By ..... Deputy.

Deeded 188

..... County Clerk.

John Ellis

A. B. Whitaker



Collum, E A & Mary G H
to
Fairchild, Wm & Page, Wm N

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

[COPYRIGHT MATTER.]

This Indenture, Made this 18th day of August A. D., 1883, between E A Collum and Mary G H Collum his wife of Shawnee County, in the State of Kansas of the first part, and Wm Fairchild and Wm N Page 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 Five Hundred ($500) And 00/100 **Dollars,** the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell, and convey unto said parties of the second part, their heirs and assigns, all the following described **Real Estate,** situated in the County of Shawnee and State of Kansas to-wit:

Lots Numbered Four Hundred and Eleven (411) and Four Hundred and Thirteen (413) on Nebraska Street in Stringhams addition to the first ward of the City of Topeka as per the recorded plat of the same

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

Provided Always, And these presents are upon this express condition, that whereas, said E A Collum and Mary G H Collum have this day executed and delivered their certain promissory notes in writing to said parties of the second part, ~~of which the following~~ copy described as follows The said notes being for the sum of Five Hundred Dollars, the first of which is for the sum of One Hundred and Sixty Six and 67 Dollars payable on or before One year after date and interest payable annually appraisement waived The Second being for the sum of One Hundred and Sixty Six and 67 Dollars payable on or before two years after date The third being for the sum of One Hundred and Sixty Six and 67 Dollars payable on or before three years after date all of said notes bearing same date of this mortgage and drawing interest at the rate of Ten per cent per Annum from date till paid and interest payable annually. appraisement waived on each note

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

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

E. A. Collum

Mary G. H. Collum