

title to the NW 1/4 of Section 9, and the NW 1/4 of SW 1/4 and the SW 1/4 of Section 9, Township 2, Range 6, East, Marshall County, Kansas; says: "He was well acquainted with John Frauhiger, Jr., late of Marshall County, Kansas, deceased. Said John Frauhiger, Jr., died intestate on or about the 11th day of October, A. D. 1895, leaving as his sole and only heirs at law, his widow Katie Frauhiger, also known as Catharina Frauhiger and later Katie Rebe; Annie G. Frauhiger, his daughter, and Sophie M.M. Frauhiger, his daughter.

Affiant further says that the said Sophie M.M. Frauhiger departed this life intestate on or about the 16th day of March, 1906, being about 14 1/2 years of age at the time of her death; that she left as her sole and only heir-at-law, her mother, Katie Frauhiger, also known as Catharina Frauhiger and Katie Rebe; that she left no children or child or children of a deceased child; that she left no debts that were not fully paid by her mother, and her estate was not probated.

Affiant further says that John Frauhiger (Senior) died on or about the 14th day of October, 1914; that Christine Frauhiger died on or about the 15th day of December, 1922.

Affiant further says that he was familiar with the conditions contained in the Contract recorded in Book 71 page 108 and in Book 52 page 526 of the records of Marshall County, Kansas, and knows that the conditions of said contracts were fully performed by the said John Frauhiger, Jr., during his lifetime.

Further affiant says not.

Fred Grome  
Subscribed and sworn to before me this the 21 day of June, A.D., 1923:  
Julius E. Stohr  
Notary Public

N.P. Seal My Commission expires October 29-1926  
Filed July 18, 1947, 10:30 A.M.  
Minnie Larson, Register of Deeds

AGREEMENT BETWEEN ADJOINING LAND-OWNERS

STATE OF KANSAS)  
MARSHALL COUNTY) ss.

← STARTS  
HERE

This Agreement made and entered into this 18th day of June A.D. 1947, by and between Lillian Godsey, unmarried, May Tomlinson and George D. Tomlinson, her husband, Allan C. Godsey and Dorothy Godsey, his wife, owner of the west nineteen feet seven inches (19' 7") of Lot Three (3) in Block Twenty (20), Ballard and Morralls Addition to Palmetto, now a part of the city of Marysville, hereinafter referred to as first parties, and Mary E. Brodrick of Marysville, Kansas, owner of the East twenty-four feet six inches (24' 6") of said Lot Three (3), said party being hereinafter referred to as second party:

WITNESSETH: That whereas there is a driveway for automobiles located upon the dividing line between the land of first parties and that of second party, and whereas both parties desire to use said driveway to reach their respective garages located in the rear of their houses,

Therefore, it is mutually agreed by the parties hereto that the said driveway between the houses shall be open to the use of said first parties and second party, together with their heirs and assigns, and that if it become necessary to repair said concrete driveway at any time, the expense of such repair shall be shared equally between first parties and second party.

That whereas the one and one-half story barn used by second party as a garage in its present condition extends approximately five feet seven inches over and upon the property of the first parties and whereas second party desires to continue the use of said barn as a garage, now therefore in consideration of the sum of One Dollar (\$1.00) paid to parties of the first part, said parties of the first part do hereby grant to party of the second part the right to use said five feet seven inches of ground occupied by said barn for ten years from the date of this instrument or until said barn shall be disconnected with the shed on the property of the parties of the first part used by said parties of the first part as a garage, is destroyed, removed or torn down for the purpose of rebuilding, in which event party of the second part agrees to build and install her own garage entirely on her own land.

This grant is not in any way intended to transfer or convey any right in or to the five feet seven inches of the first parties land occupied by said barn, but is intended merely as a license or easement of said parties in accordance with the terms of this agreement. This agreement shall be binding upon the heirs, executors, administrators, devisees and assigns of all parties hereto.

Lillian Godsey  
May Tomlinson  
Geo. D. Tomlinson  
Allan C. Godsey  
Dorothy Godsey  
First Parties

Mrs. Mary E. Brodrick  
Second Party

State of Kansas, Marshall County, ss.

BE IT REMEMBERED, That on this 18th day of June, A. D. 1947 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lillian Godsey, unmarried, Allan C. Godsey and Dorothy Godsey his wife and Mrs. Mary E. Brodrick 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.

(N. P. Seal)  
(Term expires May 21, 1948)

Alma M. Kerschen, Notary Public.

State of California, San Mateo County, ss.

Be it remembered, that on this 17th day of July, A. D. 1947 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came May Tomlinson and George D. Tomlinson, her husband 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.

(N. P. Seal)

Irving Doughty  
Notary Public

Filed July 21, 1947, 11:50 A. M.  
Minnie Larson, Register of Deeds