

IN THE PROBATE COURT OF OSAGE COUNTY, KANSAS.

In the Matter of the Estate of F. M. STAHL, deceased.

Case No. 4201.

The records in the above entitled Court and Case show that on May 17, 1937 Affidavit of Death (testate) and Petition for Probate of Will filed and recites:

"State of Kansas)
County of Osage) SS. In the Probate Court.

On this 17th day of May, 1937, before me, Probate Judge of Osage County, Kansas, comes Lloyd L. Stahl, a resident of Burlingame, Kansas, who being by me duly sworn, does upon his oath depose and say:-

That F. M. Stahl, a resident of Burlingame, in Osage County, Kansas, died at Burlingame, Kansas, on the 4th day of March 1937, leaving the following named persons surviving him as his heirs at law, to-wit:-

Name	Relationship	Age	Residence
Alexander M. Stahl	son	66	Turlock, California.
Effie May Ely	daughter	65	Duncan, Okla.
Edgar M. Stahl	son	63	Burlingame, Kansas.
Lewis G. Stahl	son	60	Topeka, Kansas.
Lloyd L. Stahl	son	60	Burlingame, Kansas.
Clare W. Stahl	son	59	Topeka, Kansas.
Eva Irene Meredith	daughter	56	Auburn, Kansas.
Leon F. Stahl	son	48	Auburn, Kansas.

And affiant further states that the said F. M. Stahl left a Last Will and Testament which is now in the hands of affiant, and he prays that said Court admit proof of said Will to the end that said Will may be proved and admitted to record and probate by said Court.

Lloyd L. Stahl.

Subscribed and sworn to before me this 17th day of May, 1937.
George E. Ramskill
Probate Judge."

(SEAL)

WILL PROVED and on July 7, 1937 Order Admitting Will To Probate, and Appointment Of Executor filed and recites in part:

"It is therefore, on this 7th day of July, 1937, by the Court CONSIDERED, ORDERED AND ADJUDGED that said Last Will and Testament, be, and the same is hereby admitted to probate and ordered to be recorded, together with the testimony in relation thereto.

And, it appearing to the Court that by the provisions of said Last Will and Testament, Lloyd L. Stahl is appointed as Executor thereof, the said Lloyd L. Stahl is hereby authorized to serve as such Executor upon filing a bond in the sum of \$3000.00, and upon taking the oath of office as required by law.

WITNESS my hand and seal of this Court at Lyndon, Osage County, Kansas, this 7th day of July, 1937.

George E. Ramskill
Judge of the Probate Court."

(SEAL)

That on May 17, 1937 WILL filed, marked Exhibit "A", and recites:

"MY LAST WILL. AND TESTAMENT.

MARCH, 1931

Realizing that i am nearing my life journey, and desiring to leave my property to my children in a legal and equitable manner. I have planned as follows.---- I have made several wills previous to this one. all of which i declare null. and void. because environments andconditions have necessitated changes ----

FIRST

I hereby appoint Lloyd. L. Stahlas admisintr with power to dispose of All my real estate. and personal property and divide Among the parties named in this will as directed.

Osage County
Abstract
& Title
Company

60.

R. E. Rodgers
Bonded
Abstracter

Successor to
Stavely &
Stavely

Office
Established by
J. H. Stavely
in 1885

Lyndon
Osage County
Kansas

SECOND

All debts --- if any --- are to be paid in Full. At this writing there are no debts. except mortgages on some of the land which was given for the benefit of my twin Boys ---- Lloyd .L. and Lewis.G.Stahl And seventeen hundred dollars on the east 80 acres of the South west quarter Section Three. Township 14, range 14. For which I am responsible.

THIRD

I gave my boys -- each-- a good watch, with a tacit agreement on ther part. that they would refrain from the use of tobacco. in any form until they were past twenty-one years of age. As i understand it three of them have kept that promise. NAMELY - Alexander.M.Stahl.Lloyd.L.Stahl And Lewis.G.Stahl. Because they did this I want them to have Five hundred dollars each Also Two hundred dollars to Mrs. Allie stahl. because of her willingnes_ to take me in her Auto when. and wherever I wished to go. and did my washing. To Eva Meredith One hundred dollars, because she was kind to the old man. To Helen Stahl \$50.00 because she cared for me for a week when I got hurt.

FOURTH.

After the above amounts have been paid as directed .the balance shall be divided as follows. Alexander M. Stahl shall receive one eighth part-- in full-- of the residue left in the administrator,s hands. My oldest Girl --- Eva.May Ely -- shall receive one Eighth in full. Clare W,Stahl shall receive One eighth in full.

FIFTH

EdgarM.Stahl shall receive the equivale__ of one eighth as the three mentioned above but in a different way. Lloyd L. Stahl --- AS GUARDIAN --, is to hold his share -- Edgar .M.Stahs --- and disburse as needed for his benefit. EXPLANATION. Edgar M Stahl was very much dissatisfied with his treatment by Lloyd. Leon and myself. He was very annoying. and to quiet him, I gave him a deed for the East half of the South west quarter of 3-14-14. and some seven acres in the west side of N.W.1/4 3.14.14 --- Including the picnic grounds,

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Later he repudiated his agreement and continued his former annoyances with renewed vigor. He has been a chronic epileptic since about 1895. and at times very much of a care. He was finally -- as a last resort---sent to The State Hospital at Parsons.Kansas.as an incurable epileptic. I am personally under bond for his keep, and care. Including clothing. paying the hospital -- in cash--- each quarter, in full .The Eighty of land deeded to him. must be cancelled in some way. and be distributed with other assetts. to the heirs.

SIXTH

Lloyd , l Stahl .is to have one eighth with the exception of a debt of Two thousand dollars, which he owes to the estate by reason of a mortgage given for his benefit. Any part of this mortgage unpaid is to be counted as part of the one eighth he is to receive.

SEVENTH.

Lewis.G.Stahl .is to be dealt with on exactly the same terms. He being responsible for Four thousand dollars .for which he is personally responsyible .and is due the estate from his hands.

Eighth.

Evaa Irene Meredith .is to receive one eighth, with the following exceptions. When My Jennie passed away. All the heirs. except Eva gave me a clear title to all real estate. She was kept from doing it by her Husband -- Blanche Meredith --- Who refused to give the power as did the rest. He was not open to a guarantee of fairness . and flouted all promises of absolute farness. to get

age County
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61.

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62.

E. Rodgers
Bonded
Abstracter

things in legal shape .I was forced to bring suit. He soon wilted. and approaced Lewis,G.Stahl in an effort to compromise the suit. He offered to give the papers I wanted, to Lew ,for One thousand dollars. Lew paid hi_ this amount .and immesiately transferred the papers to me.Later i borrowed onethousand dollars from Lloyd. to pay Lew. Still later I borrowed One thousand from Clare to pay Lloyd. still later.Clare needed his money.And to pay him.I Placed a mortgage of One thousand on the home place to pay clare. That mortgage is still unpaid.and i am paying six per cent interest each year since from Octtober 15,15th 1920. This will be a debt against Eva,s share .while I live. I wish the thousand dollars with interest be dedicted from her share.I also wish that her share remain in the hands of Lloydto be used for Eva alone. If Blanche shoul_ turn over a new leaf.by proving himself to be manly and square paying his debts. for rent and machinery. no matter whether outlawed or not.He can if he chooses give to Eva the entire amount due as stated.In addition to the expense incurred by the payment of the thousand dollars, there was an Attorney,s fee which I had to pay. -- I pass that ---.

PAGE THREE

NINTH

Leon.F.Stahl.is to share one eighth.after his unsettled accounts have been adjusted. EXPLANATION. -- About the first of June 1922. I sold to Leon.and Helen Stahl, Stock and implements amounting to Three thousand and two hundred dollars.Taking their notes .payable oneday after date.drawing interst at the rate of six per cent.per annum. There are six notes for five hunddred dollars each.and one note for two hundred dollrs. None of these notes have been paid, For the year 1922 he gave me One thous nd dollars. He was to pay rent for the farm yearly.but no amount of rent was ever agreed upon.I tried many times to get him to come to some stated amount.but was unsuccessful.I was fearful of complications later.and the matter stands today without any stated amount due for rent.I have kept.and will leave a careful account of all money transactitions. Giving them credit year by year.For the year 1922 i got One thousand dollars. I gave credit for interest on the Notes which amounted to One hundred and ninety two dollars.leaving Eight hundred and eight dollars balance to be applled on rent. During the year 1923 .and each succeeding year, up to the present time he has paid the taxes, on the real estate.and on one occasion the premium for insurance on the home buildings. If there is anything other, than I have noted.credit should be given. I have given credit year by year for the amount of taxes paid.less the interest on the above named notes.the balance left from, the taxes to be applied on rent for the farm. I have not received one cent in money,since June first 1923. When I made the deal with Leon, I owed ---- MORTGAGE --- Three thousand two hundred dollars.Which I planned to pay through the Notes.That is why I deducted the interest from the taxes paid by Leon.My hope,and Prayer is that satisfactory settlement will be had after I am gone. All the above stands as written.unless some agreement is made prior to my death.

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I carry a Life Policy for One thousand dollars. which i have made payable to Lloyd,L.Stahl at my death.this will be counted as personal property.and go into the general fund for distribution.

I hold five shares of stock--- One hundred dollalars each in The State Savings Bank of Topeka --- Which I give to Lloyd for performing his duties as Administrator.

All wills found previous to this .I declare Void, and cancelled. I have typed this will, with my own hands. My full name is Francis. M.Stahl--Sometimes called Frank.M.Stahl.Signed By me F. M.Stahl

F. M. Stahl

Witnesses V. E.Miner
Preston E. Taber."

Successor to
Stavely &
Stavely

Office
Established by
J. H. Stavely
in 1885

Lyndon
Osage County
Kansas