

57240 Book 110

THIS INDENTURE, Made this 23rd day of August, 19 55.

by and between MARGUERITE SCHWARZ and OSCAR SCHWARZ, her husband

of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Thousand and no/100 ----- DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

Lot No. Three (3) in Block No. Three (3), in Schwarz Acres Number Two, an Addition to the City of Lawrence, Douglas County, Kansas, subject to reservations, restrictions and easements of record.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, together with all improvements, additions and permanent fixtures now or hereafter placed on said property, including toilet and lavatory, lighting fixtures and wiring, plumbing fixtures and plumbing, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part 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, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possessions of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST: That the parties of the first part are justly indebted to the party of the second part in the sum of Nine Thousand and no/100 ----- DOLLARS according to the terms of one certain promissory note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part on or before September 1, 19 56, with interest on said sum at the rate of five per cent per annum from August 23, 19 55, and with interest after maturity on the principal and interest at the rate of ten percent per annum; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States at the office of THE PRUDENTIAL INVESTMENT COMPANY, in Topeka, Kansas, or at such other place as the holder of said note may designate in writing.

SECOND: That the parties of the first part agree for themselves, their heirs, executors, administrators and assigns, to pay said sum of money mentioned in said note and the interest thereon according to the tenor and effect thereof, to protect the title and possession of said real estate, to remove from said premises all statutory lien claims, to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof, and to permit no waste of any kind thereof.