

FROM
Margarita Emory Swartz and Charles C. Swartz, her
TO husband
MALDEN REALTY COMPANY, Kansas City, Mo.
Lj
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 11 day of
Sept. A. D. 1938, at 10:35 o'clock A.M.
Ward A. Beck
Register of Deeds.
Deputy.
THIS INDENTURE, Made this 11th day of March, in the year of our Lord, one thousand nine
hundred and thirty-eight, between
Margarita Emory Swartz and Charles C. Swartz, her husband,
of the County of _____ and State of _____
part 1st of the first part, and
MALDEN REALTY COMPANY, of Kansas City, Missouri, party of the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four Thousand and no/100 (\$4000.00) DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this Indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Forty-two and one-half (42 1/2) feet of Lots One (1) and Twelve (12); and all of Lots
Two (2), Three (3), Four (4), Nine (9), Ten (10), and Eleven (11); in Block Four (4), Subcock's
Addition to the City of Lawrence, Kansas.

STATE OF Kansas }
COUNTY OF Douglas } ss:

BE IT REMEMBERED, That on this 29th day of April A.D. 1936 before me, a
Notary Public in the aforesaid County and State, came Margarita Emory Swartz, to me personally
known to be the same person who executed the foregoing instrument and duly acknowledged the
execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my
official seal on the day and year last above written.

(SEAL) My Commission Expires on the 14th day of January, 1939. Leona R. Hippert
Notary Public

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they and the lawful owners of the premises above granted,
and heirs of a good and lawful estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claims thereto.

It is agreed between the parties hereto that the parties of the first part shall so long as they live during the life of this Indenture, pay all taxes or assessments that may be levied
or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in
such sum and by such insurance company as shall be specified and directed by the party of the second part, the less, if any, made payable to the party of the second part to the
extent of 10% interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured
as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by
this Indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

FOUR THOUSAND AND NO/100 (\$4000.00) DOLLARS,

according to the terms of _____ certain written obligation, for the payment of said sum of money, executed on the 18th day of March 1936,
and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum
or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that

said part 1st of the first part shall fail to pay the same as provided in this Indenture
And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not kept up as good repair as they are now, or if waste is committed on said premises, then this conveyance
shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given, shall
immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the
rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale
to retain the amount then unpaid of principal 10% interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the said party

making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all benefits accruing therefrom shall
extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part have hereunto set their hand and seal, the day and year last above

written.
Margarita Emory Swartz (SEAL)
Charles C. Swartz (SEAL)
(SEAL)
(SEAL)

STATE OF _____ }
County of _____ } ss.

BE IT REMEMBERED, That on this 23rd day of March A. D. 1936, before me, a
Notary Public in the aforesaid County and State, came
Charles C. Swartz.

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the
execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last
above written.

(SEAL) My commission expires on the 1st day of Feb. 1941.

Paul W. Cannon
Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
of Deeds to enter the discharge of this mortgage of record. Dated this _____ day of _____, 19____.

Mortgagee. Owner.