

REAL ESTATE MORTGAGE (TO CORPORATION)

52898 BOOK 106
C-384-2 T.W.

Hall Litho. Co. Topeka

THIS INDENTURE, Made this 15th day of January in the year of our Lord one thousand nine hundred fifty-four between

Immanuel Evangelical Lutheran Church, a Corporation, Lawrence, Kansas
in the County of Douglas and State of Kansas, of the first part, and
The Kansas District of the Lutheran Church-Missouri Synod of the second part.
WITNESSETH, That the said part of the first part, in consideration of the sum of
Twenty-five Thousand and no/100 ----- DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,
bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel
of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Allot Lots Five (5), Six (6), and Seven (7), in Block Twelve (12)
in Babcocks Enlarged Addition to the City of Lawrence, Douglas
County, Kansas

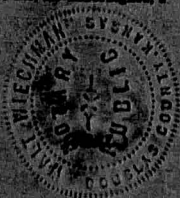
with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And as additional
and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned
hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may
from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or that may
hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to
collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or
assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to
it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in
the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assign-
ment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas,
mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mort-
gage shall thereupon become due and payable. And the said party of the first part do hereby covenant and agree that
at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeas-
ible estate of inheritance therein, free and clear of all incumbrances,
and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to
secure the payment of the sum of Twenty-five Thousand and no/100 ----- DOLLARS,
according to the terms of a certain promissory note this day executed by the said party of the first part to
the said party of the second part, said note being given for the sum of
Twenty-five Thousand and no/100 \$50.00 Monthly on ----- DOLLARS,
dated January 15, 1954 due and payable principal with interest thereon from the date thereof until
paid, according to the terms of said note.

And this conveyance shall be void if such payment is made as in said note, and as is herein specified. And the said party of the first
part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises
insured in favor of said mortgagee in the sum of Twenty-five Thousand and no/100 ----- DOLLARS
in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and
costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs,
and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear
interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed
on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and
interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of
the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the sec-
ond part, and it shall be lawful for the party of the second part, its successors and assigns, at any time hereafter, to sell the premises hereby granted, or
any part thereof, in the manner prescribed by law--appraisal hereby waived or not, at the option of the party of the second part, its successors or
assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument,
together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the
said party of the first part, its heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hand and
seals the day and year first above written. Immanuel Evangelical Lutheran Church, Lawrence
Kansas by Trustees H. Klahr (Seal.)
Edgar Salsbury (Seal.)
Emil H. Steuber

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of July, A. D. 1954,
before me, the undersigned, a notary public in and for the County and State aforesaid,
came Edgar Salsbury, Emil H. Steuber, and H. Klahr, Trustees
of Immanuel Evangelical Lutheran Church, Lawrence, Kansas
to me personally known to be the same persons who executed the within instrument
of writing, and such persons duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial
seal, on the day and year last above written.



(My commission expires March 20th, 1955)

January 15, 1954
Immanuel Evangelical Lutheran Church, Lawrence, Kansas, by within-named mortgagor,
the sum of twenty-five thousand and no/100 dollars and fifty cents (\$25,000.50) dollars,
in full satisfaction of the within mortgage.
H. Klahr, Trust. of the said Church, Lawrence, Kansas
Edgar Salsbury, Trust. of the said Church, Lawrence, Kansas