

Book 108

This Indenture, Made this 4th day of February A. D. 19 55, between J. J. Krimmer, Chairman; John F. Metaker, Treasurer; and James M. Johnson, Sr., and George L. Miller, as Trustees of the Assembly of God Church,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and **The Douglas County Building and Loan Association** of the second part.

Witnesseth, That the said part 128 of the first part, in consideration of the sum of Four 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 heirs 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:

The South 125 feet of Park Lots Nos. Fourteen (14) and Sixteen (16), and Beginning 90 feet South of the Southwest corner of Lot Six (6) in Block Seven (7) in Babcock's Addition to the City of Lawrence, thence South on the east line of Tennessee Street produced south from said Addition, 50 feet, thence East 117 feet, thence North 50 feet, thence West 117 feet to the place of beginning, in the Northwest Quarter of Section 6, Township 13, Range 20, all in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 128 of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner's of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Four Thousand and no/100-----
----- Dollars, according to the terms of one certain note this day executed and delivered by the said
 part 108 of the first part to the said part Y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1ES of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of The Assembly of God Church, Lawrence, Kansas (SEAL)

James M. Johnson Trustee (SEAL)
George Z. Miller Trustee (SEAL)

STATE OF KANSAS ss.
Douglas County

J. J. Kummer Chairman (SEAL)
John F. Metcher Treasurer (SEAL)

Be It Remembered, That on this 5th day of February A. D. 1955
before me, the undersigned, a Notary Public in and
for said County and State, came J. J. Krimmer, Chairman, John E.
Metsker, Treasurer, James H. Johnson, Sr. and George L. Miller, Trustees
of the Assembly of God Church, Lawrence, Kansas
to me personally known to be the same person who executed the foregoing instrument of writing,
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.

My Commission expires Dec 31 1956 Pearl Enick Notary Public