

62062 BOOK 114

THIS INDENTURE, made the 13th day of February, in the Year of Our Lord One Thousand Nine Hundred and Fifty-seven, between The Plymouth Congregational Church of Lawrence in the County of Douglas and State of Kansas party of the first part, and

THE CONGREGATIONAL CHURCH BUILDING SOCIETY,

a corporation duly organized and existing under the laws of the State of New York, having its principal office at 287 Fourth Avenue, New York 10, New York, party of the second part,

WHEREAS, the party of the first part is indebted to the party of the second part for aid provided to the amount of **TWENTY-FIVE THOUSAND (\$25,000.00)** Dollars,

to enable the party of the first part to erect an addition to its house of worship and remodel said house of worship, and to complete the payment therefor,

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the said party of the first part in consideration of the sum aforesaid, the receipt whereof is hereby acknowledged, doth hereby covenant and agree with the said party of the second part, its successors and assigns, as follows: that the party of the first part will pay to the party of the second part, its successors or assigns, the said sum in instalments as follows:

TWO HUNDRED TEN (\$210.00) Dollars on the first day of July 19 58, and **TWO HUNDRED TEN (\$210.00)** Dollars quarterly=

thereafter on the first days of each succeeding month in each and every year until the full sum first above mentioned is paid; together with interest thereon from the date hereof payable on the first day of September 1957, and monthly thereafter,

~~In each and every year until the full sum first above mentioned is paid, together with interest thereon payable on the first day of 19 58, and semi-annually thereafter at the rate of six (6%) per centum per annum, but in case the instalments of principal and interest are paid promptly on or before the day when due, a reduction shall be made in the rate to three (3%) per centum per annum; that the entire sum above mentioned shall be subject to all the provisions herein contained, that the party of the first part or the church in connection with which it is organized shall use said money only for the following purposes: namely, to erect an addition to its house of worship and remodel said house of worship; that the party of the first part shall use the property hereinafter described for worship and Christian education and that portion on which the parsonage is erected as a parsonage and continue to use the property for such purposes only; shall continue to be an evangelical church, in fellowship with a Congregational and/or Christian Association recognized by the General Council of Congregational Christian Churches in the United States,~~

~~and shall continue to use the property for such purposes only and shall perform all acts necessary to preserve its corporate existence unimpaired, shall not by deed, mortgage or otherwise alienate, encumber or allow to be alienated or encumbered (except as hereafter provided), the said property or any portion of the premises hereinafter described, shall pay and discharge all taxes, assessments and other liens that may be imposed upon said premises, as and when the same shall become due and payable, shall keep the buildings erected or to be erected on the property described below insured in a company approved by the party of the second part against loss and damage by fire, windstorm, hurricane, tornado and cyclone in an amount equal to the full insurable value of the property for the benefit of and deliver the policies to the party of the second part; and in default of such insurance and the premiums thereon, and in default of the payment of any taxes or other liens the party of the second part may effect and pay the same at the expense of the party of the first part, which expense shall be a lien upon said premises and added to the amount secured by these presents.~~

AND THIS INDENTURE FURTHER WITNESSETH, that the said party of the first part, for the better securing of the said sum of money and interest, and the performance of its covenants and obligations herein contained, and the repayment of the said amount to the said party of the second part as herein provided, hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm, unto the party of the second part, and to its successors and assigns forever, **ALL**

Parcel I (Church site):
Lots No. Seventy-five (75), Seventy-seven (77), Seventy-nine (79), Eighty-one (81) and Eighty-three (83) on Vermont Street, in the City of Lawrence, in Douglas County, Kansas.

The East 1/2 of Lot 14; and the W. part of Lot 15 described
Parcel II (Parsonage): as: Beginning at the SW corner of Lot 15, thence E. 40.66 feet, thence N. 17° 15' 40" East of the N. line of said Lot 15, thence W. on N. line to the W. line of said Lot 15, thence S. to point of beginning, in Strong Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

See Agreement to Subordinate Mortgage in Book 114, Page 615
for Discharge of Mortgage in Book 139 Page 440