

TOGETHER with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND ALSO, all the estate, right, title and interest whatsoever, as well in law as in equity, of the party of the first part, of, in and to the same, and every part thereof, with the appurtenances. It is mutually agreed by the parties hereto that all fixtures and apparatus, musical instruments, seats and such other personal property as may be installed in or used in connection with the buildings upon the aforesaid premises, are and shall be deemed to be an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming through them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the party of the second part, its successors and assigns forever. PROVIDED ALWAYS, and these presents are upon the express condition, that so long as the party of the first part shall well and truly keep and perform the covenants and obligations herein contained, it may and shall remain in possession and enjoyment of said premises, for the uses and purposes aforesaid, as freely and fully as if these presents had not been executed; and further, that on the payment to the party of the second part, its successors or assigns, of the entire sum secured by these presents, and on performance of all the covenants and agreements herein contained, then these presents and the estate hereby granted shall cease, determine and be void. FURTHER PROVIDED, HOWEVER, and the party of the first part doth hereby covenant and agree with the party of the second part, its successors and assigns, that if default be made in the payment of the said sum of money or interest above mentioned or any part thereof as hereinbefore provided, or in case the property shall cease to be used for the specific purposes hereinbefore specified for a period of twelve months, or the first party shall cease to exist in its corporate capacity, or shall by deed, mortgage or otherwise alienate, encumber or allow to be alienated or encumbered any portion of the premises hereinbefore described, except to the party of the second part, or with its written consent, or shall fail to keep or perform any of the covenants or agreements hereinbefore provided, then in that case the whole amount secured by these presents with interest from the date hereof, shall, at the option of the party of the second part, be and become immediately due and payable and shall be paid by the party of the first part to the party of the second part, its successors and assigns, without further notice or demand; and in default of such payment it shall be lawful for the party of the second part, its successors or assigns, to enter into and upon all and singular the premises hereby granted, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the party of the first part, its successors or assigns, therein, at public auction, and as the attorney for the party of the first part, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale to retain the amount above mentioned, with interest, together with taxes, or other liens and insurance premiums, if any, paid by second party, and together with the costs and charges of advertisement and sale of the said premises, and all expenses of foreclosure, rendering the overplus of the purchase money (if any) unto the party of the first part, its successors or assigns; which sale so to be made, shall forever be a perpetual bar, both in law and equity, against the party of the first part, its successors and assigns, and all other persons claiming or to claim the premises, or any part thereof, by, from, or under them, or either of them. THIS MORTGAGE is junior and subordinate to mortgage on Parcel I (Church site) to Kansas Farm Life Insurance Company, dated January 10, 1957, in the sum of \$75,000.00. and intended to be recorded.

IN WITNESS WHEREOF, the said party of the first part hath hereunto caused its corporate seal to be affixed and these presents to be subscribed by its officers duly authorized thereto, the day and year first above written.

In presence of

The Plymouth Congregational Church of Lawrence, Kansas

Alex Donnelly
Alex Donnelly
E. Rice Phelps
E. Rice Phelps
Robert S. Charlton
Robert S. Charlton
Marjorie A. Smith
Marjorie A. Smith

William Essick
William Essick
Mrs. Justin Hill
Mrs. Justin Hill
Mrs. A. L. Kirchhoff
Mrs. A. L. Kirchhoff
Clifton Calvin
Clifton Calvin
Robert B. Oyler
Robert B. Oyler

ACKNOWLEDGMENT

TRUSTEES

State of Kansas
County of Douglas

On the 13th

day of February

A. D. 1957, before

me personally came William Essick, Mrs. Justin Hill, Mrs. A. L. Kirchhoff, Clifton Calvin, Robert B. Oyler, Alex Donnelly, E. Rice Phelps, Robert S. Charlton & Marjorie A. Smith, to me known, who being by me duly sworn, did depose and say

that they reside in Lawrence, Kansas,

that they are all of the trustees of the Plymouth Congregational Church of Lawrence, Kansas, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation and that he signed their name thereto by like order; and they acknowledged that they executed the said instrument as the voluntary act and deed of said corporation for the use and purpose therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[To be executed and acknowledged according to the laws of the State.]

My commission expires

January 26, 1959

Margaret E. Hawwood
Notary Public

Carl A. Atcham 702 St

Recorded March 5, 1957 at 2:00 P.M.

Harold A. Beck Register of Deeds