

62063

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, party of the second part,  
having its principal office at 287 Fourth Avenue, New York 10, New York.

Whereas, the party of the first part is indebted to the party of the second part for aid provided to the amount  
of FIVE THOUSAND (\$5,000.00) Dollars,

to enable the party of the first part to erect or possess a 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 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 purpose herein specified, 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 to maintain public worship as such in the house afore-  
said, 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 the said house of worship or any portion of the  
premises hereinafter described, shall make an annual contribution to The Congregational Church Building Society  
through the regular channel of denominational apportionment, 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  
said house of worship 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 the party of  
the second part may effect 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. It is further understood and agreed between the  
parties hereto that the principal of said indebtedness shall be repaid to the party of the second part on July 1, 1968.

And this Indenture Further Witnesseth, that the said party of the first part, for the better securing  
of the said sum of money, and the performance of its covenants and obligations herein contained, and the  
payment of the said amount to the said party of the second part as herein provided and in consideration  
of the sum of FIVE THOUSAND (\$5,000.00)

Dollars to it paid by said party of the second part, the receipt whereof is hereby acknowledged, hath granted,  
bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, con-  
vey 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.

**Parcel II (Parsonage):** The East 1/2 of Lot 14; and the W. part of Lot 15 described 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, in  
Douglas County, Kansas.

Together with all and singular, the tenements, hereditaments, and appurtenances therunto 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 other persons claiming through them, and shall be deemed to be a  
portion of the security for the indebtedness herein mentioned.

THIS MORTGAGE is junior and subordinate to mortgage on Parcel I (Church site) to the Kansas  
Farm Life Insurance Company, dated January 10, 1957, in the sum of \$75,000.00  
and intended to be recorded and to mortgage on Parcels I and II of even date herewith  
between the parties hereto in the sum of \$25,000 and intended to be recorded.

Return of Mortgage due 143- Page 23  
See Agreement to Subordinate Mortgage at Book 117 Page 615