

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 of the evangelical Church 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 in case the party of the first part or the church in connection with which it is organized shall cease 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, or shall for the space of one year suspend public worship in the house aforesaid, or shall cease to exist in its corporate capacity, or shall by deed, mortgage or otherwise alienate, encumber or allow to be alienated or encumbered said house of worship, or any portion of the premises hereinbefore described, 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, together with insurance premiums, if any, as aforesaid, 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.

**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

**Acknowledgment.**

Robert B. Oyler  
Robert B. Oyler

State of Kansas  
County of Douglas

ss.:

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 they signed their names 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.)

Margaret E. Howard  
Notary Public

My commission expires January 26 1957

Harold G. Beck

Register of Deeds.

Recorded March 5, 1957 at 2:05 P.M.