

63691 BOOK 116

MORTGAGE

THIS INDENTURE, Made this 28th day of August, 1957, between The North Lawrence Christian Church, a religious corporation, and its duly elected and qualified Trustees, of Lawrence, in the County of Douglas and State of Kansas, party of the first part, and The Lawrence National Bank, Lawrence, Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Two Thousand (\$2,000.00) Dollars to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does grant, bargain, sell and mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to wit:

Commencing at the south West corner of the North Half of the Southwest Quarter of Block No. 11, thence North 75 feet, thence East 330 feet, thence South 75 feet, thence West 330 feet, to the place of beginning, in that part of the City of Lawrence known as North Lawrence, in Douglas County, Kansas. (Also known as 216 North 4th St., Lawrence, Kansas)

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

Including all rents, issues and profits thereof, provided however that the mortgagor shall be entitled to collect and retain the rents, issues and profits until default hereunder.

And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified, and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of