

## MORTGAGE

78537 BOOK 129

**This Indenture Witnesseth,** That THE FIRST CHRISTIAN CHURCH OF LAWRENCE KANSAS,  
a corporation, by Ross Wulfkühle, Lisle E. Eby, G. E. Manahan, William E. Burge and Stanley  
Norman, its Trustees,

of Douglas County, in the State of Kansas  
MORTGAGE AND WARRANT to BOARD OF CHURCH EXTENSION OF DISCIPLES OF CHRIST, a corporation organized  
under the laws of the State of Indiana, of Marion County, in the State of Indiana, the following described REAL ESTATE situated  
in Douglas County, in the State of Kansas to-wit:

Lots 94, 96, 98 and 100 on Kentucky Street in the City of  
Lawrence, Douglas County, Kansas.

to secure the payment, when the same shall become due, of one promissory note, executed by the mortgagor and  
dated October 16, 1961, namely,

Note 1 for \$75,000 bearing interest from said date at the rate of 6% per annum and being payable in in-  
stallments as follows:

\$ Interest only monthly from the first of the month following the initial advancement of loan funds through  
February 1, 1963

\$ 825.00 monthly from March 1, 1963 through maturity

\$ each of the said monthly installments shall be applied first to the interest due hereon and the balance, if any, to the  
principal, said note being due in full on or before ten (10) years after date.

Commencing on the first day of the first month following the initial advancement of loan funds the aforesaid payments  
shall be made to the financial institution providing the interim financing and such payments shall continue until such date as  
the loan balance is assumed by the Board of Church Extension of Disciples of Christ. From the date of the assumption of  
the loan balance by the Board of Church Extension of Disciples of Christ, loan payments as aforesaid shall be made on the  
first day of each month to said Board of Church Extension of Disciples of Christ.

The payments aforesaid are payable to the order of the mortgagee, Board of Church Extension of Disciples of Christ, at  
its office, 222 South Downey Avenue, Indianapolis 7, Indiana; or to such other payee and/or at such other place as the mort-  
gagee shall designate.

The amount of principal upon which interest is to be paid is to be adjusted each month; that is, the unpaid balance of  
principal at the beginning of each month shall be the principal upon which interest shall be paid for the following month.  
Failure to pay any installment of said note when due shall bring the unpaid balance of said note due and collectible at the option  
of the Mortgagee.

This mortgage shall also cover any additional advances made by the mortgagee to the mortgagor at the option of the mort-  
gagee, but in no event shall the amount advanced exceed the original amount of this mortgage.

The Mortgagor expressly agrees to pay the sums of money above secured, without relief from valuation or appraisal laws,  
and with attorney's fees, and upon failure to pay any part of the mortgage debt, principal or interest, then all of the mortgage  
debt is at the option of the mortgagee to become due and collectible and this mortgage may be foreclosed accordingly. It is further  
agreed that on the failure of the mortgagor to pay any or all of the mortgage debt as it becomes due, and should suit be instituted to  
foreclose said mortgage, then the mortgagee will be entitled to the possession, rents and profits of said real estate from the time  
of such default. Said rents to be applied upon said mortgage debt, less costs and expenses, if any. It is further expressly agreed  
that, until all of said mortgage debt shall be paid, said mortgagor shall keep all legal taxes, assessments and charges against said  
premises paid as the same become due, and shall keep the building thereon insured by such insurance company or companies as  
shall be approved by the mortgagee, for the benefit of the mortgagee, as its interest may appear, to the amount of \$ 75,000.00  
and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with five percent interest thereon,  
shall be a part of the debt secured by this mortgage.

The mortgagor agrees not to sell, transfer or encumber the above described property during the life of this instrument without  
consent of the mortgagee.

This is to certify that the undersigned are the duly elected and qualified trustees  
of THE FIRST CHRISTIAN CHURCH OF LAWRENCE, KANSAS, a corporation,

and, as such, on the 8th  
day of October, 1961, at a properly called meeting of the congregation, and by a majority vote of those present  
were duly authorized to execute this mortgage and the note of even date which it secures.

For Assignment See Book 149 Page 588