78781 BOOK 129 REAL ESTATE MORTGAGE

The principal sum secured by this mortgage is \$.75,000.00 THIS INDENTURE, made this 28th day of August , 1961 , between

FIRST SOUTHERN BAPTIST CHURCH, Lawrence, a religious corporation hereinafter referred to as mortgager, and CHURCH LOAN ASSOCIATION OF SOUTHERN BAPTISTS, a corporation, of the County of Tarrant, State of Texas, hereinafter referred to as mortgagee;

WITNESSETH. That said mortgagor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to it duly paid, the receipt of which is hereby acknowledged, hereby mortgages and warrants to said mortgage, is successors and assigns, all the following described real property situated in the County of Douglas

Lots one (1), two (2), three (3), and fifteen (15), Block six (6) in Edmonds Addition, an Addition to the City of Lawrence, Kansas

together with the appurtenances and all of the estate, title and interest of the mortgagors therein; to have and to hold the above described property unto the mortgagee forever.

This mortgage is given to secure payment of the sum of (\$118,125.00)

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The mortgagor hereby covenants and agrees that at the delivery hereof it is the lawful owner of the above described property, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except easements and restrictions of record, and it will warrant and defend the same against any and all claims whatsoever.

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made of the

The mortgagor hereby agrees to pay all taxes assessed against said property before any penalties or costs accrue thereon, and also agrees to keep said property insured in favor of the mortgagee in the sum of

and also agrees to keep and property insured in favor of the mortgages in the sum of (\$65,000.00) in an insurance company satisfactory to the mortgages; in default whereof the mortgages may pay the taxes and accruing penalites, interest and costs, and may procure insurance at the expense of the mortgages, and each such expendiure for taxes and accruing penalities, interest and costs, and insurance, shall from the date of payment thereof become an additional lies under this mortgage.

Mortgagor agrees not to commit or permit waste on said property.

If default be made in such payment, or any part thereof, or interest thereon, or in payment of taxes assessed against said premises, or if the insurance is not kept up thereon, or if any other terms of said note or this mortgage shall be breached by he mortgager, then the whole principal of said debt, with interest, and all taxes and accruing penalicis and interest and costs immediately on the whole principal of said debt, with interest, and all taxes and accruing penalicis and interest and costs immediately de or while may have been paid by the mortgagees, and all sums paid by the mortgage of a insurance, shall become to take possession of sain property and foreclose upon and sell the same, or any part thereof, in the manner presented by law, of this instrument, together with the costs and charges of making such sale, and the balance, if any, shall be paid by the party making such sale, on demand, to the mortgagor.

IN WITNESS WHEREOF, the said mortgagor has hereunto set its hand and company seal (by its trustees) on the day and year first above written.

By DIUANS R.C. heavy OTARA Puas 0 Willer R Count Trustees State of Kansas DOUGLAS County, ss:

BE IT REMEMBERED, that on this <u>676</u>, day of <u>SEPTEMBER</u>, 1964, before me, the under-signed, a Notary Public in and for the County and State aforesaid, came <u>R.C. DANSEY</u>, <u>MARVIN HUMPBREY</u> Trustees of <u>FIRST SEVTHERN BAPTIST CHURCH</u>, to me personally known to be same persons who executed the within and foregoing instrument, and duly acknowledged the execution of the same for and on behalf, and as the act and deed, of said <u>ChURCH</u>.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. My Commission Expires Nov. 29, 1994. Notary Public My commission expires

RECEIVED OF FIRST SOUTHERN BAPTIST CHURCH, Lawrence, a religious corporation the within-named mortgagor, the sum of ONE HUNDRED THENTY THOUSAND and no/100 Dollars, in full satisfaction of the within Mortgage.

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A. B. CULBERTSON AND COMPANY

First Southern Baptist Church, Lawrence

Deputy -