

Reg. No. 19,116
Fee Paid \$57.50

86580 BOOK 136

REAL ESTATE MORTGAGE

The principal sum secured
by this mortgage is
\$55,000.00

THIS INSTRUMENT, made this 13th day of March, 1962, between

ANTIOCH BAPTIST CHURCH, Lawrence,

hereinafter referred to as mortgagee, and CHURCH LOAN ASSOCIATION OF SOUTHERN BAPTISTS, a corporation, of the County of Tarrant, State of Texas, hereinafter referred to as mortgagor;

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 conveys to said mortgagee, its successors and assigns, all the following described real property situated in the County of Douglas and State of Kansas, to-wit:

Lot Two (2), less Highway, in Westdale Addition, an Addition to the City of Lawrence; and Lots One (1), One-A (1-A) and Three (3) in Block Four (4) in Westdale Addition Number Two and Replat of Lots One (1), Three (3), Four (4), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) of Westdale Addition, in the City of Lawrence;

together with the appurtenances and all of the estate, title and interest of the mortgagor 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 (\$55,125.00)

Fifty-five thousand one hundred twenty-five and no/100-----DOLLARS including interest, according to the terms of One certain promissory note(s) this day executed by the mortgagor to the mortgagee, payable in installments.

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 covenants 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 essence hereof.

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 (\$35,000.00)

Thirty-five thousand and no/100-----DOLLARS in an insurance company satisfactory to the mortgagee; in default whereof the mortgagee may pay the taxes and accruing penalties, interest and costs, and may procure insurance at the expense of the mortgagor, and such such expenditure for taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage upon the above-described property, and shall bear interest at the rate of eight percent (8%) per annum until paid to the mortgagee.

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 the mortgagor, then the whole principal of said debt, with interest, and all taxes and accruing penalties and interest and costs immediately due and payable, at the option of the mortgagee; and all sums paid by the mortgagee for insurance, shall become due and payable at the option of the mortgagee; and it shall be lawful for the mortgagee at any time thereafter to take possession of said property and foreclose upon and sell the same, or any part thereof, in the manner prescribed by law. Out of all money arising from such foreclosure sale, the mortgagee may retain the amount due to it according to the conditions making such sale, or demand, to the mortgagee.

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.

Antioch Baptist Church, Lawrence

By Rev. Martin BarkerClinton R. RossJames T. PattersonA. K. Brunker Jr.

Trustees

State of Kansas DOUGLAS

County, ss:

BE IT REMEMBERED, that on this 27 day of APRIL, 1962 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came REV. MARTIN BARKER, CLINTON H. ROSS, JAMES T. PATTERSON, L. K. BRUNKER JR. Trustees of ANTIOCH BAPTIST CHURCH 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 CHURCH.

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 May 29, 1964.

My commission expires

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Adolf D. Janzen
Notary Public

Recorded December 9, 1963 at 8:45 A.M.

SATISFACTION

Harold G. Beck Register of Deeds

July, 29, 1970

RECEIVED OF Antioch Baptist Church, Lawrence, Kansas the within-named mortgagor, the sum of Fifty-five Thousand One Hundred Twenty-five and no/100 Dollars, in full satisfaction of the within Mortgage.

(Corp. Seal)

A. B. CULBERTSON AND COMPANY

By WILLIAM E. SARGARD

PRESIDENT

See Release of Jan Beck 150 Page 484
See Assignment of Mortgage Jan Beck 136 Page 164

Notarizing
the original
1962
11th day
February
1962
Jan Beck
Reg. of Deeds