

58445

BOOK 138

REAL ESTATE MORTGAGE

The principal sum secured
by this mortgage is
\$29,000.00

THIS INDENTURE, made this 23 day of July, 1962, between
FIRST SOUTHERN BAPTIST CHURCH, Lawrence, a religious corporation
hereinafter referred to as mortgagor, 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 mortgagee,
its successors and assigns, all the following described real property situated in the County of Douglas
and State of Kansas, to-wit:

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 mortgagees forever.

This mortgage is given to secure payment of the sum of (\$45,675.00)
Forty-five thousand six hundred seventy-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 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
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 (\$29,000.00)

Twenty-nine 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 each 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
remaining unpaid or which may have been paid by the mortgagee, and all sums paid by the mortgagee for insurance, shall become
immediately 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
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.

First Southern Baptist Church, Lawrence

By Marvin Humphrey

R. C. Stanley

W. R. Sams

Trustees

State of Kansas, DOUGLAS County, ss:

BE IT REMEMBERED, that on this 23 day of July, 1962, before me, the under-
signed, a Notary Public in and for the County and State aforesaid, came Marvin Humphrey, R. C. Stanley,
W. R. Sams

Trustees of First Southern 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 First Southern Baptist 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 Nov. 23, 1964.
My commission expires _____, 19____

Adolf O. Janzen
Notary Public

SATISFACTION

\$45,675.00

July 29, 1970

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

(Corp. Seal)

A. B. CULBERTSON AND COMPANY
By WILLIAM R. SARGARD
PRESIDENT