

BOOK 144 5604

M O R T G A G E

THIS INDENTURE, Made this 17th day of June, 1966, between The West-Side Presbyterian Church of Lawrence, Kansas, a corporation, of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and Board of National Missions of The United Presbyterian Church in The United States of America, of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Forty Thousand Dollars (\$40,000.00) to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Tract 1: Beginning at the Southeast corner of the Northeast Quarter of Section Thirty-four (34), Township Twelve (12), Range Nineteen (19), thence North 950.75 feet, thence West 627.64 feet, to the center of the present Township road No. 682, thence South 6.59 feet more or less along the center of said road to the angle point of said road, thence in a Southeasterly direction on a straight line 1131.85 feet, said line being the center of the present Township road, to the point of beginning, containing 6.818 acres, more or less; and

Tract 2: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Ten (10), Eleven (11), and Twelve (12), in Block One (1), in Northwood Addition No. 2, an Addition to the City of Lawrence;

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

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, except a first mortgage to The Lawrence National Bank, Lawrence, Kansas, on Tract 1 above described. This grant is intended as a mortgage to secure the payment of Forty Thousand Dollars (\$40,000.00) according to the terms of two (2) certain notes this day executed and delivered by the said party of the first part to the said party of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second

For Partial Release of Mortgage See Book 148-263