

530

Reg. No. 1,504  
Fee Paid \$378.00

# REAL ESTATE MORTGAGE

6263 BOOK, 144

The principal sum secured  
by this mortgage is  
\$ 96,000.00

THIS INDENTURE, made this 18th day of FEBRUARY, 1966, between  
FIRST SOUTHERN BAPTIST CHURCH, LAWRENCE, Kansas, 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 mortgagee forever.

This mortgage is given to secure payment of the sum of (\$151,200.00)

One Hundred Fifty-One Thousand Two Hundred 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 (\$95,000.00)  
Ninety-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 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, Kansas



By Gary Stewart  
Gary Stewart

Dale Kearney  
Dale Kearney

Howard Mc Kenzie  
Howard Mc Kenzie

Trustees

State of Kansas Douglas County, ss:

BE IT REMEMBERED, that on this 14th day of June, 1966, before me, the under-  
signed, a Notary Public in and for the County and State aforesaid, came Gary Stewart, Dale Kearney  
and Howard McKenzie

Trustees of First Southern Baptist Church, Lawrence, Kansas  
within and foregoing instrument, and duly acknowledged the execution of the same for and on behalf, and as the act and  
deed, of said Board of Trustees

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 April 18th, 1970

Howard Wiseman  
Howard Wiseman Notary Public

Recorded September 12, 1966 at 10:04 A.M.

Janice Beem Register of Deeds

For Assignment of Mortgage, See Book 158, page 219.