known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said A. B. CULBERTSON AND COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of June, 1968. Notary Public Tarrant County, Texas Dorothy Hoover My Commission Expires: June 1, 1969 Recorded July 5,1968 at 2:15 P.M.

THIS INDENTURE, Made this 2nd day of July, 1968, between The First Southern Baptist Church of Lawrence, Inc., Douglas County, Kansas, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at Lawrence, Kansas, party of the first part, and Douglas County State Bank of Lawrence, Kansas, a corporation, party of the second part;

13698

FIRST MORTGAGE

BOOK 150

RE No.

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 this indenture does grant, bargain, sell and mortgage to the said party of the second part the following described real property, to-wit:

Lot 2, less Highway, in Westdale Addition, an Addition to the City of Lawrence; and Lots 1, 1-A and 3 in Block 4; in Westdale Addition Number Two and Replat of Lots 1, 3, 4, 10, 11, 12, 13, 14 and 15 of Westdale Addition, in the City of Lawrence.

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 encumbrances, and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture pay all the taxes or assessments that may be taxed or levied upon said real estate when the same become due and payable, and that it will keep all buildings on said premises insured against fire, wind and tornado in such sum and with such insurance company as may be agreeable to the party of the second part, the loss, if any, made payable to the second part to the extent of the extent of its interest. And in the event that the said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of ten per cent (10%) from the date of payment until fully repaid.