

5
5

14006 FIRST MORTGAGE BOOK 151

THIS INDENTURE, Made this 19th. day of June, 1968, between The Centenary United Methodist Church of Lawrence, in 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;

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirty Five Thousand Dollars (\$35,000.00) 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:

Tract I: Lots Numbered One Hundred Forty-eight (148), One Hundred Fifty (150), One Hundred Fifty-two (152), One Hundred Fifty Four (154), One Hundred Fifty-six (156) and One Hundred Fifty-eight (158) on Mill Street in Block Twelve (12), in that part of the City of Lawrence known as North Lawrence, in Douglas County, Kansas;

Tract II: Lots One Hundred Sixty-one (161), One Hundred Sixty-three (163) and One Hundred Sixty-five (165) on Elm Street in Block Twelve (12) in that part of the City of Lawrence known as North Lawrence, in Douglas County, Kansas;

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 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.

This grant is intended as a mortgage to secure the payment of the sum of Thirty Five Thousand Dollars (\$35,000.00) according to the terms of one certain written obligation for the payment of said sum of money, executed under date of June 19, 1968, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said