MORTGAGE 17602 BOOK 153

This Mortgage, made and entered into this Indiday of May

1969, by and between Lawrence Heights Christian Church, Lawrence, Kansas

Mortgagor, party of the first part, and Mrs. Allois Potter

as Trustee, Mortgagee, party of the second part,

WITNESSETH:

That the party of the first part, in consideration of the debt herein set forth, mentioned, and created, and the sum of One Dollar (\$1.00) to it paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said party of the second part the following described real estate situated in the County of <u>Bouglas</u>, in the State of Kansas :

Lots one hundred twenty eight (128), one hundred twenty nine (129), one hundred thirty (130), one hundred forty three (143), one hundred forty four (144), and one hundred forty five (145), in Country Club North, an addition to the City of Lawrence, Douglas County, Kansas

To have and to hold the same, with the appurtenances, to the said party of the second part, and to its successors, hereinafter designated, and to the assigns of it and its successors, forever.

This conveyance is intended as a Mortgage to secure the payment of certain bonds which the said party of the first part has issued in the amount of <u>\$ 130,000,00</u> dated June 15 , 19.69 in various denominations and maturing serially the last maturity being <u>Dec. 15-79</u> , 19 and with reference to which bond issue party of the first part has executed a Trust Indenture dated <u>May 11</u> , 1969, the terms and conditions of which are incorporated herein by reference; and this Mortgage is given pursuant to Resolution of the party of the first part and said Trust Indenture.

Said party of the first part agrees with said party of the second part to pay on demand all taxes and assessments, general and special now existing against said lands and improvements, and to pay when due or within the time required by law, all taxes and assessments, general or special, hereafter levied or charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured until said Trust Indenture be fulfilled according to its terms and conditions, and the policy or policies thereof constantly assigned or pledged and delivered to party of the second part for further securing the trust created in said Trust Indenture, with power to demand, receive and collect any and all monies becoming payable thereunder and the same to apply toward the paying of said indebtedness contained in said Trust Indenture, unless otherwise paid, and also to keep said land and improvements thereon free from all statutory lien claims of

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