19732 MORTGAGE BOOK 155

BOOK 155 THIS INDENTURE, made this 17th day of <u>locande</u> 1969 by and between CALVARY TEMPLE CHURCH, INC., a Kansas Religious Corporation, duly licensed and authorized to do business in the State of Kansas, Party of the First Part, and John Walthall, Clarence Ridenour, and Ray Bidenour, Parties of the Second Part; said second parties being Trustees designated as Mortgage Holding Trustees of CALVARY TEMPLE CHURCH, INC., in a Trust Agreement dated the 10th day of <u>locande</u> 1969

WITNESSETH:

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That the said Party of the First Part for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the Parties of the Second Part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and assign forever, all of the following described real estate, lying and situated in Douglas County, Kansas, to-wit:

Lots Twenty Eight (28) and Twenty Nine (29), Block Seventeen (17), Indian Hills No.2 and Replat of Block Four (4), Indian Hills, an Addition to the City of Lawrence, Douglas County, Kansas. 9 9

to have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Parties of the Second Part and to their successors and assigns forever; and said Party of the First Part does hereby covenant and agree that at the delivery hereof, it is the lawful owner of the above described premises 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 in the quiet and peaceable possession of the Parties of the Second Part, their successors and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said Farty of the First Fart is justly indebted unto said Farties of the Second Part in the principal sum of \$30,000.00 lawful money of the United States of America, evidenced by first mortgage bonds described as follows:

> First mortgage bonds in the aggregate amount of \$30,000.00 in denominations of \$1,000.00, all bearing interest at eight per cent (8%) per annum from the first day of December, 1969; said bonds falling due as specified on and in said bonds over a ten (10) year period.

- The money for interest and principal retirement to be paid by Farty of the First Part to Parties of the Second Part at least ten (10) days prior to the first day of June and December commencing June 1,1970 after issue until paid in full. Said payments to be made by Party of the First Part to Parties of the Second Part at Calvary Temple Church, Inc., Lawrence, Kansas.

Said Parties of the Second Part to receive such monies and to remit same to the bond holders as required in and by said bonds and under the terms and conditions of the Trust Agreement heretofore referred to.

Second: The Party of the First fart hereby agrees to pay all taxes and assessments levied upon said premises when the same are due and

rayable and to pay insurance premiums for the amount of insurance hareinafter specified, and if said taxes or insurance premiums are not so paid, the farties of the Second Fart, or the legal holder or holders of this mortgage,may, at their option, without notice, declare the whole unpaid balance still outstanding and unpaid on the bends referred to herein, for which this mortgage is Security, due and payable at once, or in the sweet some other tovenant herein contained is breached, then it is distinctly understood and agreed that the legal holder or holders hereof may at their option immediately cause this mortgage to be foreclused and shall be entitled to immediate possession of the premises and the rents, issues and profits therefrom:

Third: Said Farty of the First Fart hereby agrees to keep all buildings, fences and other improvements upon said premises in good repair and condition, as the same are in at this time and abstain from the commission of waste on said premises until the bonds hereby secured are fully paid, ordinary wear, tear and depreciation expected.

Fourth: Said Farty of the First Fart hereby agrees to procure and maintain policies of insurance against loss by fire, wind, tornado and extended coverage on all buildings, erected or to be erected, upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage to the amount of \$30,000.00 or more; loss, if any, payable to the mortgagee or their assigns, which amount may be reduced as bonds are retired or called, but in no event is said insurance coverage to be less than the outstanding balance due on bonds and interest.