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k Printers, Publisher of Legal Blanks, Lawrence, Kanasa This Indenture, Made this 31 st day of January A. D. 19. 70 ..., between T. A. Ansley, Donald C. Breithaupt, S. E. Dawson; Raymond G. June, Frank L. Rice, A. A. Wilson, Harold C. Wulfkuhle, as The Board of Trustees of The First Church of the Nazarene, Lawrence, Kansas, of 1

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, in the County of Douglas and State of Kansas of the first part, and Frank L. Rice and Nettie E. Rice, his wife, as joint tenants with the right of survivorship and not as tenants in common, Trustees for Justin C. Rice, Janice R. Rice and Linda Kay Wright of the second part.

Witnesseth, That the said part ics of the first part, in consideration of the sum of Nine Thousand Dollars (\$9,000.00) ----- DOLLARS, grant, bargain, sell and Mortgage to the said part ______IES of the second part ______ theirs and assigns forever, all that tract or parcel of land situated in the County of ______ Douglas ______ and State of Kansas, described as follows, to-wit:

Lots Two (2) and Three (3) in Block Two (2) in Haskell Place, an Addition to the City of Lawrence,

with all the appartenances, and all the estate, title and interest of the said part ics of the first part therein. And the said _____ parties of the first part _____ do _____ hereby covenant and agree that at the delivery hereof ______ they are ______ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all

incumbrances

This grant is intended as a mortgage to secure the payment of Nine Thousand Dollsre (39,000,00) Bolhars, according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part

said part ics of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part IES of the second part their executors, administrat-ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-acribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the casts and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand to said parties of the first part

their successors hers and assigns

Y IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Laurely

Agen

Harold C. Wulfkuhl

STATE OF KANSAS, COUNTY OF DOUGLAS, SS:

BE IT REMEMBERED, That on this <u>12</u>th day of <u>March</u>, 1970, before me, the undersigned, a Notary Public in and for said County and State, came T. A. Ansley, Donald C. Breithaupt, S. E. Dawson, Raymond G. June, Frank L. Rice, A. A. Wilson and Harold C. Wulfkuhle, as The Board of Trustees of The Church of the Nazarene, Lawrence, Kansas, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution

of the same as such Trustees. WIINESS WHEREOF, I' have hereunto subscribed my name and affixed my official day and year last above written.

Tierie In Tha ision Expires: april 4, 1971 I III h

Wilson as The Board of Trustees of The First Church of The Nazarane, Lawrence, Ks.

Notary Public IRENE M. MALONE

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