

and deed.

Witness my Hand and Seal, the day and year last above written.

A. B.

Albert O. Wilder

My commission expires July 5th 1897.

Notary Public

Recorded July 31, 1895 at 5⁴⁵ o'clock P.M.

James Brooks

Register of Deeds

This Indenture, Made the first day of August in the year of our Lord Our Thousand and Eight Hundred and Ninety five, between The First Presbyterian Church of Clinton, in the County of Douglas, and State of Kansas connected with the Synod of Kansas and Presbytery of Topeka, party of the first part, and "The Board of the Church Erection Fund, of the General Assembly of the Presbyterian Church in the United States of America," party of the second part.

Whereas, the said party of the first part has applied to the said party of the second part for aid to enable it to erect or possess a House of Worship, adapted to its wants, and Whereas, the said party of the second part, has granted such aid to the amount of Five Hundred Dollars (\$500).

Now therefore, this Indenture witnesseth, that the said party of the first part, in consideration of the above amount, doth hereby covenant, grant, promise, and agree to and with said party of the second part, and doth hereby become bound unto it as follows, that in case the said Church or corporation, party of the first part shall cease to be connected with the said General Assembly, or the corporate existence of the said party of the first part shall cease, or its house of worship or the mortgaged premises be alienated, or be abandoned as a house of public worship by the party of the first part, except for the building or the purchase of a better house of worship, then, and in such case, it, the said party of the first part, shall and will forthwith refund, and it hereby covenants and agrees to pay, to the said party of the second part, its successors or assigns, the said amount with interest thereon from the time of receiving it, and upon the happening of either of such contingencies, the said sum of money with the interest thereon shall be due and payable to the party of the second part, its successors and assigns.

This Indenture further witnesseth, that the said party of the first part, for the better securing the performance by it of its covenant and obligation above mentioned and the re-payment of the said amount with interest thereon, from the time of receiving it, to the said party