

or the mortgaged premises be alienated, or be abandoned as a place of public worship, by the parties of the first part; then, and in each and every such case, they, the said parties of the first and second parts, shall and will forthwith refund, and they hereby severally covenant and agree to pay, to the said parties of the third part, their successors or assigns, the said amount with interest thereon from the 27th day of March 1896 and upon the happening of either of such contingencies, the said sum of money with the interest thereon, as aforesaid, shall be forthwith due and payable to the party of the third part their successors or assigns.

This Indenture further witnesseth, that the said parties of the first and second parts, for the better securing the performance by them or their several covenants and obligations above mentioned, and the re-payment of the said amount with interest thereon, as aforesaid, to the <sup>said</sup> parties of the third part, in the cases above mentioned, and in consideration of One Dollar to each of them paid by the said parties of the third part, the receipt of which by the parties of the first and second parts is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the parties of the third part, and to their successors and assigns forever, All that certain piece or parcel of land lying, and being in the town of Eudora, and County of Douglas, State of Kansas, known and described as follows, Lot Seven (7) in Block number One Hundred and eighty (180), City of Eudora, Together with all and singular the tenements, hereditaments, and appurtenances therunto belonging, or in anywise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof; And also, all the estate, right, title, and interest whatsoever, as well in law as in equity, of the parties of the first and second parts, of, in and to the same, and every part thereof, with the appurtenances: To have and to hold, the above granted and described premises, with the appurtenances, unto the parties of the third part, their successors and assigns, to their own proper use, benefit and behoof forever. Provided always, and these presents are upon the express condition, that if the parties of the first and second parts, their successors or assigns, shall well and truly keep, perform and fulfil each of their covenants and obligations herein above contained, and shall in the cases herein above provided, well and truly refund unto the said parties of the third part the said amount, with interest thereon, as aforesaid, then these presents and the estate hereby granted shall cease, determine and be void. And the parties of the first and second parts, for themselves, their successors and assigns, do severally covenant and agree to and