

further Witnesseth, that the said party of the first part, for the better securing of the said sum of money and the performance of its covenants and obligations herein contained, and the repayment of the said amount to the said party of the second part as herein provided and in consideration of said sum of Two Hundred Dollars to it paid by said party of the second part the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, convey and confirm, unto the party of the second part, and to its successors and assigns forever, All of Lot No. Fifty Six 56, on Kentucky Street, in the City of Lawrence, Douglas County, State of Kansas, Together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, 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 party of the first part 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 party of the second part, its successors and assigns forever Provided always, and these presents are upon the express condition, that so long as the party of the first part shall well and truly keep and perform the covenants and obligations herein contained it may and shall remain in possession and enjoyment of said premises for the use and purposes of the Evangelical Congregational Church aforesaid, as freely and fully as if these presents had not been executed; and further, that on the payment of said sum to the party of the second part, its successors or assigns, and on performance of all the covenants and agreements herein contained, then these presents and the estate hereby granted shall cease, determine and be void. Further Provided however, and the party of the first part doth hereby covenant and agree to and with the party of the second part, its successors and assigns that in case the party of the first part or the Church in connection with which it is organized shall cease to be an Evangelical Congregational Church or shall for the space of one year suspend public worship or shall cease to exist in its corporate capacity, or shall alienate said House of worship or any portion of the premises hereinbefore described, or shall fail to keep or perform any of the covenants or agreements hereinbefore provided then in that case the whole amount secured by these presents with interest from the date hereof shall be and become immediately due and payable and shall be paid by the party of the first part to the party of the second part, its successors and assigns, without further notice or demands and in default of such payment it shall be lawful for the party of the