

and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit: First. Said The Saint Lukes African Methodist Episcopal Church of Lawrence, Kansas, is justly indebted unto the said party of the second part in the principal sum of Thirty Five Hundred Dollars, payable according to the tenor and effect of a certain duly executed and delivered Mortgage Note, of which the following is a Copy:

No. 1 United States of America. \$3500.00 Real Estate Mortgage Note. State of Kansas, Topeka, Kansas, February 21st 1911, For value received we hereby promise to pay to the order of F. G. Thomas, the sum of Thirty Five Hundred Dollars, in Semi-annual payments of Four Hundred Dollars each, including interest, the first of said payments to be made on the 21st day of february 1912, and a payment of Four Hundred Dollars on the 21st day of ^{every} ~~XXXX~~ Sixth thereafter until all of said payments and the full amount of this note and interest shall have been paid; payable at the Bank of Topeka, Topeka, Kansas, with interest at the rate of Six per centum per annum, on the whole sum remaining from time to time unpaid, interest payable semi-annually with the Semi-annual payment aforesaid, said semi-annual interest charge to be part of the semi-annual payment of Four Hundred Dollars aforesaid; Provided, That the maker or makers of this note shall have the right to pay a greater amount Semi-annually than herein stipulated. If default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders hereof, become at once due and payable, without notice. All homestead exemptions and stay laws are expressly waived. This note is Secured by mortgages on real estate and is made and executed under and is to be construed in accordance with the laws of the State of Kansas, The Saint Lukes African Methodist Episcopal Church of Lawrence Kansas by J.C. Henderson, trustee, Geo. Snowden, Trustee, H. Hayter, Trustee, G. W. Peevers, Trustee, F. Glead, trustee, Howard Burnett, Trustee, F. M. Monroe, Trustee, A. A. Hultz, Trustee and Curren Gray, trustee.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.