

For Unincorporated Society
CHURCH ERECTION FIRST MORTGAGE.

Know All Men By These Presents:

That This Indenture, made and entered into this 12th day of September 1913, between F. M. Testerman, C. T. Dews, Simon R. White, D. R. White and Guy E. Westfall, Trustees of the Lawrence Church, of the Church of the United Brethren in Christ, in Lawrence, County of Douglas, State of Kansas, incorporated, of the first part, and the Church Erection Society of the United Brethren in Christ, whose General Offices are located in the City of Dayton, County of Montgomery, and State of Ohio, of the second part;

Witnesseth, That, whereas, the parties of the first part do hereby represent and declare that they and their predecessors in office have a warranty deed to, and do now hold, the premises hereinafter described in trust, that said premises shall be held kept, maintained, and disposed of as a place of worship of The Church of the United Brethren in Christ, subject to the discipline, usage and ministerial appointments of said Church, as from time to time authorized and declared by the General Conference of said Church, and the Annual Conference within whose bounds the said premises may be situated;

And Whereas, the party of the second part, in consideration of the uses and purposes to which said premises are devoted, as hereinbefore declared, and of the obligation of this indenture, hereinafter stated, has loaned to the parties of the first part the sum of Two Thousand Dollars, (\$2000), to be secured and repaid as hereinafter set out;

Now, In Consideration of the Premises Hereinbefore Recited, and of the said sum of money borrowed, the parties of the first part do hereby Grant, Bargain, Sell and Convey and Warrant to the party of the second part, the said The Church Erection Society of the United Brethren in Christ, its successors and assigns, forever all of the following described real estate, to-wit: The South Twenty-five feet of the West Seventy five feet of Lot number Six (6) and the West Seventy five feet of Lot number Seven (7) all in block number twelve (12) of Babcocks Enlarged addition to the City of Lawrence, in Douglas County, Kansas, including the house and furnishings thereunto belonging, To Have and To Hold unto said second party, its successors and assigns, forever.

And the said parties of the first part do hereby Covenant and Warrant that the title so conveyed is Clear, Free, and Unincumbered and that they will defend the same against all lawful claims of all persons whomsoever.

Provided, nevertheless, that whereas this conveyance is upon this condition, that whereas the parties of the first part, the trustees aforesaid, have become indebted to the said The Church Erection Society of the United Brethren in Christ, as aforesaid, in the sum of Two Thousand Dollars (\$2000), for borrowed money, for which the said trustees have this day given their Four promissory notes and obligations to the said, The Church Erection Society of the United Brethren in Christ, or order, and payable as follows, namely

One note on or before the first day of January 1915 for Two Hundred & fifty dollars (\$250.00)

One note on or before the first day of January 1916, for Five Hundred Dollars (\$500.00)

One note on or before the first day of January 1917, for Five hundred Dollars (\$500.00)

One note on or before the first day of January 1918, for Seven hundred & fifty Dollars (\$750.00)

One note on or before the first day of _____ 19____ for _____ Dollars (\$_____)

All of said notes bearing two per cent interest per annum until maturity, and six per cent per annum after maturity. All interest to be payable annually from date of notes.

Said notes contain the following agreement, to-wit:

The said Church Erection may, upon the petition of a majority of the trustees of said church in office at the time, grant extension of the time of payment of one or more of said notes; it being expressly understood and agreed that, if such extension or extensions be granted, then the signers of said notes shall continue and remain bound hereby as fully and in the same manner as though said extended times of payment were named and fixed in said notes.

The said parties of the first part further agree to keep said premises fully insured in favor of the party of the second part, in companies to be approved by it, and to deposit the policies of insurance with the said party of the second part, failing in which, such insurance may be effected by the said party of the second part, and all expenses, thus arising for premiums or otherwise, shall be, and the same are hereby secured from this date by this mortgage, as though specifically stated therein. To the payment of all said notes hereinbefore named the said trustees bind themselves and their successors as trustees, and each personally and individually; and also agree that if default is made in the payment of said note, or insurance premiums, the whole debt shall be held to be due and payable; and if it shall become necessary for the party of the second part to collect by law the hereinbefore named notes, then there shall be added thereto such other necessary expense as may accrue in the sale thereof.

Now, if said parties of the first part, or any one of them, shall pay said indebtedness at maturity, and pay said insurance premiums from time to time as demanded, then this indenture shall be void, otherwise to be and remain in full force.

Witness our hands and seals this Twelfth day of September 1913.

Executed in our presence

F. M. Testerman, Pres.

(SEAL)

C. T. Dews, Treas.

(SEAL) Trustees

Simon R. White Sec'y.

(SEAL) of the

D. R. White

(SEAL) Said Church

Guy E. Westfall

(SEAL)

The State of Kansas, County of Douglas, SS.

Be it remembered, That on the Twelfth day of September in the year of our Lord, one thousand nine hundred and thirteen before me, a Notary Public in and for said county, personally came F. M. Testerman, C. T. Dews, Simon R. White and D. R. White four of the Trustees named in the within Mortgage Deed, known to me to be the persons who made and

In Release See Book 62 Page 216