

## MORTGAGE.

This indenture, made on this, the 19th day of November 1921, by and between The Methodist Episcopal Church, of Eudora, Kansas, a corporation duly incorporated, organized and existing under the laws of the state of Kansas, and having its principal place of business in the city of Eudora, Douglas county, Kansas, party of the first part, and George F. Schubert, Trustee for two Hundred (200) registered bond holders hereunder, of Eudora, Douglas county, Kansas, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of twenty thousand dollars (\$20,000.00) to it in hand paid by the said Two Hundred (200) registered bond holders aforesaid, and which said bond holders are herein represented by said Trustee, said party of the second part, the receipt of which said sum of money is hereby acknowledged and confessed, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part aforesaid as Trustee for the aforesaid Two Hundred registered bond holders, and to his successors and assigns, forever, all of the following-described tract, piece and parcel of land, lying and being situate in the county of Douglas and state of Kansas, to wit:

All of Lots numbered Nineteen (19) and Twenty (20) in Block number One Hundred eighty one (181) in the city of Eudora.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and all rights of exemption whatsoever, unto the said party of the second part, his successors and assigns, forever, and to said registered bond holders.

And the said party of the first part does hereby covenant and agree, that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his successors and assigns, and said registered bond holders aforesaid, 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 Methodist Episcopal Church of Eudora, Kansas, a corporation, is justly indebted unto the said party of the second part in the principal sum of Twenty Thousand Dollars (\$20,000.00), lawful money of the United States of America, being for a loan thereof made by the said Two Hundred registered bond holders aforesaid to the said The Methodist Episcopal Church of Eudora, Kansas, a corporation, and payable according to the tenor and effect of Two Hundred certain first-mortgage real-estate registered bonds numbered from one (1) to two hundred (200) inclusive and consecutively, executed and delivered said The Methodist Episcopal Church of Eudora, Kansas, a corporation, bearing date Nov. 19th 1921, and payable to the order of the legal registered holder thereof at the office of George F. Schubert, in Eudora, Douglas County, Kansas, with interest thereon from date until maturity at the rate of seven (7) per centum per annum, payable semi-annually, on the 20th days of May and November in each year; the installments of interest being further evidenced by twenty (20) coupons attached to said principal note, and of even date therewith, and payable to the order of the legal registered holder thereof at the office of George F. Schubert, in Eudora, Douglas County, Kansas.

Second: Said party of the first part hereby agrees to pay all taxes and assessments, both general and special, levied upon said premises when the same are due and payable, 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 of said bonds or of any of them, 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 seven per centum per annum. But whether the legal holder of this mortgage, or the holders of said bonds or of any of them, elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof or of said bonds or of any of them, may immediately cause this mortgage to be foreclosed, being hereby specifically authorized and entitled to use the name of said trustee herein for that purpose, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third: Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises, until the bonds secured hereby are fully paid.

Fourth: Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible and reliable fire insurance company or companies, authorized to do business in the state of Kansas, to the satisfaction of the legal holder or holders of this mortgage, to the amount of \$20,000.00; loss, if any, payable to the mortgagee or his successors or assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, said trustee aforesaid, or the legal holder or holders of said bonds, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy or policies of insurance shall have the right to collect and receive any and all monies which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said bonds, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the abovesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said bonds, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.