

Attest:  
Chas. H. Wishart.

Secretary.

By--John Trow,  
President.

STATE OF VERMONT, WASHINGTON COUNTY, ss.

Be It Remembered, That on this 11th day of November A.D. 1923, before me the undersigned, came John Trow as President of the GRANITE SAVINGS BANK & TRUST COMPANY who is personally known to me to be the same person who executed the foregoing instrument of writing as said President, and duly acknowledged the same to be the free act and deed of said The Granite Savings Bank & Trust Co.,

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

L.S.  
(Term expires Feb. 10, 1925.)

James Lewis, Jr.  
Notary Public.

RECORDED NOV 16 1923.  
AT 11:30 o'clock A.M.

Isaac E. Wellman  
Register of Deeds.  
By: [Signature]  
Deputy.

### MORTGAGE Mortgage Deed.

This Indenture made this first day of October in the year of our Lord one thousand nine hundred twenty-three, by and between the Methodist Episcopal Church of Eudora, Kansas, a corporation of the County of Douglas and State of Kansas, party of the first part, and The Shawnee Investment Company, a corporation, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of three hundred and no/100 dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby granted, has granted, Bargained and Sold, and by these presents does Grant Bargain Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns, forever, all the following described tract, piece, or parcel of land, Lots Nineteen (19) and Twenty (20) in Block One Hundred Eighty One (181) in the City of Eudora, Douglas County, State of Kansas.

To Have and To Hold the same, with all and singular the hereditments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns, forever.

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, its successors 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 party of the first part is justly indebted unto the said party of the second part in the principal sum of fourteen thousand three hundred and no/100 dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said party of the first part and payable according to the tenor and affect of seventy-nine certain First Mortgage Real Estate Bonds, numbered one to seventy-nine both inclusive, bonds numbered one to sixty-three both inclusive being in denomination of one hundred dollars each and bonds numbered sixty-four to seventy-nine both inclusive being in denomination of five hundred dollars, each, said bonds aggregating fourteen thousand three hundred and no/100 dollars all executed and delivered by the said party of the first part to said party of the second part, each bearing date October 1st, 1923, and payable to the order of the said party of the second part, ten years after date with option of payment as follows: Said Methodist Episcopal Church of Eudora, Kansas hereby expressly reserves the right to pay bonds numbered one to sixty-three both inclusive, or any of them, on October 1st, 1924, or on any October first each year there after up to and including October first, 1933, and hereby expressly reserves the right to pay bonds numbered sixty-four to seventy-nine inclusive, on October first 1928, it being understood and agreed that should the Methodist Episcopal Church of Eudora, Kansas, fail to exercise the said option of payment on bonds numbered sixty-four to seventy-nine inclusive, on October first 1928, the said bonds numbered sixty-four to seventy-nine shall run to their maturity October first 1933, without further option or privilege of payment before that date.

All of the aforesaid bonds shall be payable at the office of The Shawnee Investment Company at Topeka, Kansas with interest thereon from date until maturity at the rate of seven per cent per annum payable semi-annually on the first days of April and October in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to the said bonds, and of even date therewith, and payable to the order of said party of the second part at its office in Topeka, Kansas.

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 the 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 or 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.

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

Fourth: Said party of the first part hereby agrees to procure and maintain policies of fire insurance on the building erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage, to the amount of fifteen thousand and no/100 dollars and tornado and wind storm insurance in the amount of not less than ten thousand dollars; less, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, 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 of such policies of insurance shall have the right to collect and receive any and all moneys 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 the buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said bonds may deliver said policies to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above written.

Fifth: Said party of the first part hereby agrees that if the maker of said bonds shall fail