

MORTGAGE RECORD 74

Reg. N3020

Fee Paid, \$ 1.75

FROM
 Trustees West Side Presbyterian Ch.
 TO
 Law. Bldg. & L. Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 12 day of
 Nov A. D. 19 27, at 10:20 A. M.
Is't Willman
 Register of Deeds.
 Deputy.

THIS INDENTURE, Made this first day of October, in the year of our Lord, one thousand nine hundred and twenty seven between
 The Trustees of West Side Presbyterian Church Inc. formerly the Second Presbyterian Church
 of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Hundred DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots one hundred sixty four (164) One hundred sixty six (166) in Block Fifty six (56) in that part of the city of Lawrence known as West Lawrence also Lot Two (2) in Block Two (2) Lane Place an addition to the city of Lawrence, also beginning One Hundred twenty five (125) feet west of the northeast corner of Lot one (1) in Block Two (2) Lane Place thence west one hundred twenty five (125) feet thence north twenty four (24) feet, thence east One Hundred twenty five (125) feet, thence south twenty four (24) feet to place of beginning, all in the city of Lawrence.

State of Kansas
 County of Douglas ss

Be it remembered, That on this 10th day of November A.D. 1927 before me a John C. Emick, in the aforesaid County and state came W.A. Ramsey President of the Board of Trustees of the West Side Presbyterian Church Inc. to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS
 My commission expires on the 13 day of January 1928.

John C. Emick
 Notary Public

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 166 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that the said parties of the second part shall keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Seven Hundred

according to the terms of a certain written obligation for the payment of said sum of money, executed on the first day of October 19 27 and by the said parties of the second part, the sum of money payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation contained therein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seal, the day and year last above written.

The Trustees of the West side Presbyterian Church

Per W.A. Ramsey President (SEAL)

Harold Pontius—Secretary (SEAL)

(SEAL)

STATE OF Kansas
 COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 4th day of November A. D. 19 27, before me, a Notary Public in the aforesaid County and State, came Harold Pontius, Secretary of the Board of Trustees of the West Side, Presbyterian Church Inc.

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

LS IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 13th day of January 19 28

John C. Emick

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of

Deeds to enter the discharge of this mortgage of record. Dated this 5th day of April 19 27

The Lawrence Building and Loan Association
 H. C. Brinkman Vice President

Secretary

This release was written on the original mortgage entered this 3rd day of April 1927

Reg. of Deeds
 Deputy