

## MORTGAGE RECORD 75

Bank to me personally known to be the same person who executed the within release 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.

Geo. F. Kuhns.  
Notary Public

LS

My commission expires Jan 25, 1930.

From  
Thomas A. Evans et al  
To  
Bd of Conf. Claimants M.E. Church

MORTGAGE.

State of Kansas, Douglas Co. ss  
Filed Sept. 15, 1927. At 11:35 A.M.

Isa. E. Wellman.  
Register of Deeds

This Indenture, Made this fourteenth day of September A.D. 1927 between Thomas Alexander Evans and Gertrude Morrill Evans his wife of Douglas County in the state of Kansas of the first part and the Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church of Douglas County in the state of Kansas, of the second part.

Witnesseth, That said parties of the first part in consideration of the sum of Two Thousand Two Hundred and no/100 Dollars the receipt of which is hereby acknowledged do by these presents, grant bargain, sell and convey unto said party of the second part and its assigns all the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

All of lots numbered One Hundred and Two (102) and one Hundred and four (104) on Jersey Street, Baldwin City, Kansas.

To Have and To hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever.

Provided Always, And these presents are upon this express condition, that whereas, said Thomas Alexander Evans and Gertrude Morrill Evans his wife have this day executed and delivered a certain promissory note in writing to said party of the second part of which the following is a copy:

October 1, 1932 for value received we promise to pay to the order of The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church the principal sum of Two Thousand Two Hundred Dollars, lawful money of the United States of America, with interest thereon at the rate of six per centum per annum, payable semi-annually on first days of April and October of each year, according to the tenor of ten annexed interest coupons for Sixty six Dollars each, bearing even date herewith. Both principal and interest payable at Baldwin City Kansas, and if any interest coupon or any part thereof is not paid when due, the principal and accrued interest shall become due and payable at once, at the option of the legal holder of this note. This note and these coupons to draw ten per cent interest per annum after maturity or default in payment of any interest. All appraisement and stay laws are hereby waived. It is further agreed and declared that these notes are made and executed under and in all respects are to be governed and construed by the laws of the State of Kansas and are given for an actual loan of Two Thousand Two Hundred Dollars, said loan being secured by a mortgage on real estate. It is agreed that the sum of \$100 or any multiple thereof may be paid on the principal of this note at the maturity of any interest coupon.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part or its assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree, upon default of the above covenant and conditions or any or either of them to pay the sum of -----Dollars for the mortgagee or ----- assigns attorney's fees for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligations and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage. Appraisement waived.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed in presence of )  
----- ) Witnesses.  
----- )

Thomas Alexander Evans  
Gertrude Morrill Evans

State of Kansas  
Douglas County [SS

Be it remembered, That on this 14th day of September A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid came Thomas Alexander Evans and Gertrude Morrill Evans his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons have duly acknowledged the execution of the same.

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

LS

Term expires Apr. 7, 1929.

Chas E. Beeks  
Notary Public

Release

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. THE BOARD OF CONFERENCE CLAIMANTS OF THE KANSAS ANNUAL CONFERENCE, OF THE METHODIST EPISCOPAL CHURCH, By C.E. Holcombe Secretary Baldwin City, Kansas, January 13, 1932 (Corp Seal)

Isa. E. Wellman  
Register of Deeds