

MORTGAGE RECORD 76

Reg. No. 722

Fee Paid, \$7.50

FROM

Trustees of the First Presbyterian Church
TO

The Merchants Loan & Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
April A. D. 1930, at 1:50 o'clock P.M.

E. D. O'Connell

Register of Deeds

By Deputy.

THIS INDENTURE, Made this first day of April, in the year of our Lord, one thousand nine
hundred and thirty between
Trustees of the First Presbyterian Church of Lawrence, Kansas,of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The Merchants Loan & Savings Bank, Lawrence Kansasparties of the second part.
WITNESSETH, That the said parties of the first part, in consideration of the sum of
Three Thousand and no/100 (\$3000.00) DOLLARS to them 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 Numbered Eleven (11) and Twelve (12) in Block Number Seven (7) in Lane's First Addition
to the City of Lawrence, Kansas.

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

And the said part.ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and
wield 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 therein.

It is agreed between the parties hereto that the part.ies. 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 they will 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.ies. of the second part, the loss, if any, made payable to the part.ies. of the second part to the extent of
its interest. And in the event that said part.ies. 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.ies. 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
Three Thousand and no/100 DOLLARS.according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the first day of April 1930
and by its terms made payable to the part.ies. 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 part.ies. 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
part.ies. of the first part shall fail to pay the same as provided in this indenture and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the mortgage is not kept
up, as provided herein, 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 mortgage 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 part.ies. of the second partto 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 its
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.ies. making such sale, on
demand, to the first part.ies.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 more 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 seals the day and year last
above written.Trustees of the First Presbyterian Church of
Lawrence, Kansas (SEAL)

By Ralph Harman Chairman (SEAL)

By F. C. Whipple Secretary (SEAL)

(SEAL)

STATE OF Kansas
COUNTY of Douglas ss.

Legal Seal

BE IT REMEMBERED, That on this 4th day of April A. D. 1930, before me, a
Notary Publicin the aforesaid County and State, came Ralph Harman, Chairman and
F. C. Whipple Secretary of the Board of Trustees of the First Presbyterian Church of
Lawrence, Kansas, 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.

My commission expires on the 10th day of September 1931

Jane Sheets

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 10th day of September 1930

Conf. Seal

The Merchants Loan & Savings Bank
Lawrence, Kansas
By F. C. Whipple, Cashier

Mortgage. Owner.

This Release
was written
and original
recorded in
the
10th
day
of
September
1930Harold R. Rusk
Register of Deeds
Fred W. Rusk
Deputy