

## MORTGAGE RECORD No. 79

attached to this bond for sixty days, the principal sum of this bond may be declared to become due and become due in the manner and with the effect provided in said mortgage.

IN WITNESS WHEREOF, The Board of Trustees of the said First Presbyterian Church has caused its corporate seal to be hereto attached and attested by its Secretary, and this bond to be signed by the President and has annexed thereto coupons with the signatures of its Secretary and President lithographed thereon, this first day of July, one thousand nine hundred and thirty-five.

THE FIRST PRESBYTERIAN CHURCH, LAWRENCE, KANSAS,  
J. R. HOLMES

President, Board of Trustees.

Attest.

J. M. SANDERSON

Secretary.

(SEAL)

## TRUSTEE'S CERTIFICATE

The First National Bank, Lawrence, Kansas, as Trustee, hereby certifies that this bond is one of a series of bonds described in the within mentioned mortgage dated July 1, 1935.

THE FIRST NATIONAL BANK, Trustee.

By \_\_\_\_\_

## INTEREST COUPON

No. 1 On the First day of January, 1936 \$12.50  
THE FIRST PRESBYTERIAN CHURCH

Will pay the bearer Twelve Dollars and Fifty Cents (\$12.50) at the First National Bank, Lawrence, Kansas, being six months' interest on its First Mortgage Bond No. 1 Dated July 1, 1935.

J. M. SANDERSON

Secretary.

J. R. HOLMES

President, Board of Trustees.

and,

WHEREAS, All things necessary to make such bonds, when certified by the said The First National Bank, Trustee, the valid, binding and legal obligation of the said Church Trustee and these presents a valid mortgage and deed of trust to secure the payment of such bonds as herein provided, have been done and performed, and the creation of such mortgage and trust deed in all respects duly authorized,

NOW THIS INDENTURE WITNESSETH: That the said J. R. Holmes, President, and J. M. Sanderson, Secretary, of the Board of Trustees of The First Presbyterian Church of Lawrence, Kansas, not individually, but as and For Trustees, holding the title to the real estate of The First Presbyterian Church of Lawrence, Kansas, for and in consideration of the premises and \$1.00 to them duly paid by the party of the second part, the receipt whereof is hereby acknowledged, and in order to secure equally the payment of the principal and interest of the above mentioned bonds which may be outstanding at any time, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the party of the second part, as Trustee, its successors and assigns, all of the following described real estate, to-wit:

Lots Numbered Sixty-nine (69) and Seventy-one (71) on Vermont Street, in the City of Lawrence, Kansas, and Lots Numbered Eleven (11) and Twelve (12) in Block Number Seven (7) in Lane's First Addition to the City of Lawrence, Kansas.

TO HAVE AND TO HOLD ALL of said real estate hereby conveyed unto said Trustee, its successors and assigns forever, but in trust however, for the equal pro rata benefit and security of each and every holder of the bonds and interest coupons issued under and secured by this conveyance and for the enforcing of the payment thereof when, by their terms, they are payable in accordance with the intent and meaning of this indenture and of such bonds and interest coupons respectively, and without preference as to lien of any one bond over another bond by reason of priority at the time of issuance or negotiation of the same so that each and every bond issued hereunder shall have the same right, lien, and privilege, it being the intent that the lien in security of all such bonds shall take effect from the date of execution and delivery of this indenture whether the same shall be actually issued, sold or delivered at said date or thereafter.

It is hereby understood and agreed that such issuance of \$28,000.00 bonds as hereby provided for, shall, upon the execution and signing thereof, be duly certified by the said The First National Bank, Trustee, and delivered by it on the order of the Trustees of said Church. No bonds, other than those so certified by said Trustee, shall be secured by this mortgage or Deed of Trust or be entitled to any benefit thereunder, and said certificate of The First National Bank, Trustee, shall be conclusive evidence that the bonds so certified have been duly issued hereunder and all the benefits of the Trust hereby created.

The Trustee shall be fully protected in acting upon any certificate, statement, report, order, notice, request, consent, or other paper or document believed to be genuine and to be signed by the proper party, and the Trustee shall incur no liability for any act done or omitted to be done under the provisions of this instrument.

Said bonds shall pass by delivery and the Trustees of said Church or the Trustee hereunder may deem and treat the bearer of any of said bonds or coupons as the absolute owner of such bonds or coupons for the purpose of receiving payment therefor and for all other purposes whatsoever whether said bonds or coupons be due or not, and neither the said Trustees of said Church nor the Trustee hereunder shall be affected by any notice to the contrary.

Said Church Trustees shall have the right, upon any notice, as hereinafter provided, to take up and pay in full any part or all of the bonds issued hereunder and then outstanding and unpaid, on any interest paying date by paying the full principal thereof with interest due to such date, and in case the said Church Trustees shall elect to pay any or all of such bonds it shall give notice to the owner of such bonds by mailing notice to such owner at the last address listed by him with such Trustees or by notice published in the Lawrence Journal-World once each week for four weeks prior to the interest paying date on which payment of principal is to be made, and such election may be made to pay any number of such bonds at any time and shall in no way prejudice the right to elect to pay other bonds at any later period.

It is expressly agreed that if, after any bond has been called for payment, agreeable to the foregoing provision, and the same shall not be presented for redemption on or before the date fixed therefor in said notice, together with all coupons thereto belonging and outstanding, the said Church Trustees may deposit with said Trustee to the credit of such bond, designated by the number thereof, a sum of money equal to the principal thereof and interest accruing on said bond up to the date fixed for redemption, which deposit shall operate as full payment of said bonds and coupons as between the said Church Trustees and the holder or holders thereof.

Thereupon and thereafter, such bond and the coupons thereto belonging shall be excluded from participation in the lien afforded by this instrument, and the holder of such bond or bonds shall look for