

MORTGAGE RECORD 80

Reg. No. 252
Fee Paid, \$ 0.50

Receiving No. 1124

FROM

St. James AME Church
TO

Christopher Williams

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9 day of
September A. D. 1935, at 11:20 o'clock A. M.Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this ninth day of September, in the year of our Lord, one thousand nine hundred and thirty five between St James African Methodist Episcopal Church

of Lawrence in the County of Douglas and State of Kansas
part Y of the first part, and Christopher Williams part Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One hundred sixty five and 84/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at a point 85 feet west and 100 feet north of the southeast corner of the northeast quarter of Section 30, Township 12, Range 20 thence running west 80 feet, thence north fifty feet, thence east eighty feet, thence south fifty feet to place of beginning, being in Addition Six in that part of the city of Lawrence known as North Lawrence and also designated and known as Lot "D" in Smith's Subdivision of Addition Six and Seven.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.
And the said part Y 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 is of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.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 Y 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 upon said real estate when the same becomes due and payable, and that it 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 Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its interest. And in the event the said part Y 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 Y of the second part may sell said real estate 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 and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One hundred sixty five and 84/100 DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of September 1935 and by its terms made payable to the part Y 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 Y 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 Y 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 specified, 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 insurance 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 conveyance shall become absolute, and the whole same 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 Y 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 prescribed 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 Y making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of the 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 part Y of the first part has hereunto set its hand and seal the day and year last above written.

St James African Methodist Episcopal Church

By W. R. Richardson Pres.

A. E. Strode Treas.

Board of Trustees

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 9th day of September A. D. 1935, before me, a Notary Public in the aforesaid County and State, came W. R. Richardson President and A. E. Strode, Treasurer Board of Trustees St James African Methodist Episcopal Church and 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.

My commission expires on the 18th day of October 1936.

(SEAL)

I. C. Stevenson 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 1 day of October, 1942.

Christopher Williams

Mortgagee. Owner.

This Release was written on the original Mortgage & entered this 2 day of October 1942.

Harold A. Beck
Reg. of Deeds.
Deputy

Receiving

Harry D.

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