

## MORTGAGE

THIS INDENTURE, Made this 21st day of June, 1945, by and between THE KANSAS CHRISTIAN MISSIONARY SOCIETY, a corporation of Shawnee County, State of Kansas, by C. O. Stuckenbruck and John D. Zimmerman, President and General Secretary respectively of the County of Shawnee and State of Kansas, of the first part, and BOARD OF CHURCH EXTENSION OF DISCIPLES OF CHRIST, of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars, the receipt of which is hereby acknowledged, and of the debt hereinafter mentioned, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described Real Estate, situated in the County of Douglas the State of Kansas to-wit:

Lot 143 on New Jersey Street, Lawrence, Kansas

This is to certify that the within mortgage is executed by the undersigned officers for and in behalf of the Kansas Christian Missionary Society pursuant to a proper resolution of said Society, approved at a regularly called meeting of its trustees, and said party of the first part does hereby covenant and agree that at the delivery hereof it is, as such corporation, the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against all persons claiming the same.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever, upon the express condition, to-wit:

That whereas said party of the first part has this day executed and delivered its certain promissory note to said party of the second part, payable to the order of the said party in Indianapolis, Indiana, bearing interest from date at the rate of 4% per cent per annum, payable monthly, viz., one principal note for the sum of \$1,500.00, said note to be paid at the rate of \$25.00 per month, said payments covering both principal and interest and said note being due in full on or before 5½ years after date.

Said party of the first part hereby agrees not to sell, transfer or encumber the above described property during the life of this instrument without consent of second party.

Now, if said party of the first part, its successors or assigns, shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the tenor and effect thereof, and shall keep the buildings erected and to be erected upon the premises above conveyed property and adequately insured in the sum of not less than \$1,500.00, by such insurance company or companies as shall be approved by said party of the second part, and in default of said insurance the said party of the second part may effect such insurance, and the premiums paid for effecting the same, together with all expenses, costs and charges incident thereto, with interest thereon at the rate of six per cent per annum from the date of payment thereof by said party of the second part until repaid by the said party of the first part, shall be a lien upon said mortgaged premises, added to the amount of said obligation and secured by these presents, and shall be included in and made a part of any judgment upon foreclosure of this mortgage, 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, or should first party sell, transfer or encumber said property without the consent of the second party, or if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are made due and payable, or if said insurance is not effected, and if the policies and certificates are not assigned, as aforesaid, then, and upon failure of the said party of the first part to perform the foregoing provisions, covenants and agreement, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part shall be entitled to have and maintain its action in any court of competent jurisdiction, for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit. Appraisement waived.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Executed and delivered in the presence of  
John H. Booth

(CORP. SEAL)

THE KANSAS CHRISTIAN MISSIONARY SOCIETY

By C. O. Stuckenbruck

President

John D. Zimmerman

General Secretary

County of SHAWNEE

State of KANSAS ss:

BE IT REMEMBERED, that on this 21st day of June A.D. 1945 before me, the undersigned a Notary Public in and for the County and State aforesaid, came C. O. Stuckenbruck and John D. Zimmerman, who, as President and General Secretary respectively of the Kansas Christian Missionary Society of Topeka, Kansas, and in behalf of the said corporation, are personally known to me to be the same persons who executed the within instrument in writing and who duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

(SEAL) My commission expires August 22, 1945.

Hazel Crites

Notary Public

Recorded June 23, 1945 at 11:15 A.M.

*Harold A. Beck*

Register of Deeds

Receiving no. 23777

## ASSIGNMENT OF REAL ESTATE MORTGAGE

For Value Received, The First National Bank of Lawrence, Lawrence, Kansas, a corporation, does hereby assign, transfer, and set over, without recourse in any event, to the Columbia National Bank of Kansas City, Missouri, and its future assigns, all its right, title and interest in and to one certain real estate mortgage; the promissory note, debts, and claims thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by C. R. Allen and Alice M. Allen, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 20th day of June, 1945, and secured upon the following described real estate situated in Douglas County, State of Kansas: Lot No. twenty-four (24) in Block No. six (6) in Lane's First Addition, an addition to the City of Lawrence, which mortgage is duly recorded in Mortgage record No. 89 at Page 91 in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed this 20th day of June, 1946.

THE FIRST NATIONAL BANK OF LAWRENCE  
Lawrence, Kansas

ATTEST

Melvin Hoover  
Cashier

(CORP. SEAL)

By F. C. Whipple

Vice President.