

TRUST AGREEMENT AND MORTGAGE

THIS INDENTURE, made the twenty-fifth day of May in the year of our Lord One Thousand Nine Hundred and forty-five between F. E. Wolf, F. C. Leitnaker, Wilson Counts, A. E. Leach, Thos. A. Evans, S. H. Flickinger, A. E. Preston, Roscoe Davidson, E. J. Crago TRUSTEES OF THE FIRST Methodist Church a corporation under the laws of the State of Kansas of Baldwin City, in the County of Douglas, and State of Kansas connected with the Annual Conference of The Methodist Church, by its Executive Officers, Mortgagee, party of the first part, and "The Board of Home Missions and Church Extension of the Methodist Episcopal Church", incorporated by the Legislature of the State of Pennsylvania, Mortgagee, party of the second part:

WHEREAS, the said party of the second part has granted aid in the form of a conditional loan to the amount of TWENTY-TWO HUNDRED SEVENTY-FOUR AND 10/100 Dollars.

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the said party of the first part, in consideration of the above amount, does for itself and its successors, hereby covenant, grant, promise, and agree to and with the said party of the second part, and does hereby agree with said second party as fully and with the same effect as if a separate bond or note accompanied this mortgage, as follows: that, in case the said party of the first part shall cease to be connected with The Methodist Church, or its successor, or the corporate existence of the said party of the first part shall cease, or the house of worship is alienated, or the premises herein described is alienated, or default is made in payment of interest when due upon prior mortgage or other encumbrance, or breach is made of any other condition of prior mortgage or other encumbrance, then, and in such case, the said party of the first part shall and will forthwith repay to the said party of the second part, the successors or assigns thereof, the said amount with interest thereon at five per cent from the date hereof.

THIS INDENTURE FURTHER WITNESSETH that the said party of the first part for the better securing the performance by it of the covenant and obligation above mentioned, and the repayment of the said amount with interest thereon from the time of receiving it, to the said party of the second part, in any of the cases above mentioned, and in consideration of One Dollar paid to said first party, by said party of the second part, the receipt of which is hereby acknowledged, has granted, sold, conveyed and confirmed, and by these presents, doth grant, sell, convey and confirm unto the party of the second part, and to its successors and assigns forever, ALL the following described Real Estate, lying and being situate in the County of Douglas and State of Kansas, to wit:

The West 20 feet of the North Half of Lot I and all of Lots J, K, and L, all on Grove Street in Baldwin City, Kansas, in Douglas County.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; And also, all the estate, right, title and interest whatsoever, as well in law as in equity, of the party of the first part, of, in, and to the same, and every part thereof, with the appurtenances: To have and to hold the above granted and described premises, with the appurtenances, unto the party of the second part, its successors and assigns, to its own proper use, benefit and behoof, forever. Provided, always, and these presents are upon this express condition, that the party of the first part, its successors or assigns, shall well and truly keep, perform, and fulfill the covenant and obligation hereinabove contained, and shall, in the cases hereinabove provided, well and truly repay unto the said party of the second part the said amount, with interest thereon from the time of receiving it, then these presents and the Estate hereby granted shall cease, determine and be void. And the said party of the first part further agrees to keep the buildings insured in and by some incorporated Company in good standing against loss or damage by fire in at least the sum of FORTY THOUSAND Dollars, and will at any time, when required so to do, assign the policy of such insurance to said party of the second part.

If the said Mortgagee, its successors or assigns shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgagee, its successors or assigns, to insure the said buildings in a sum sufficient to secure payment of the said principal debt in case of fire, and all costs and expenses of effecting such insurance shall be treated as part of the principal debt in a suit upon this mortgage. And the party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, that, in case the said party of the first part, or its successors, shall cease to be connected with The Methodist Church, or its successor, or the corporate existence of the said party of the first part shall cease, or the house of worship is alienated, or the premises described is alienated, or default is made in payment of interest when due upon prior mortgage or other encumbrance, or breach is made of any other condition or term of such prior mortgage or encumbrance, or should foreclosure proceedings be commenced upon such prior mortgage or encumbrance, it shall be lawful in case of any such default for the party of the second part to sue out forthwith a writ or writs of Scire Facias upon this Indenture of Mortgage, and to proceed thereon, or by any other lawful process, to judgment and execution for the recovery of the whole of said principal debt, and all interest due thereon, together with an attorney's commission for collection, viz: five per cent, besides costs of suit, and all expenses of effecting such insurance, without further stay, any law, usage or custom to the contrary notwithstanding.

And the said Mortgagee for itself, its successors and assigns, hereby waives and relinquishes unto the said Mortgagee for itself, its successors and assigns, all benefit that may accrue to it or them by virtue of any and every law made or to be made to exempt the said above described premises or any other property whatever, from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed (1) and its corporate seal to be attached (2) by its President, duly attested by its Secretary, on the day and year first hereinabove written.

(We require the signature of
WITNESS: two witnesses.

Hazel I. Kapelle
C. B. Butell

Trustees of the First Methodist Church of
Baldwin City, Kansas
F. E. Wolf
Wilson Counts
A. E. Leach
Thos. A. Evans
F. C. Leitnaker
S. H. Flickinger
A. E. Preston
Roscoe Davidson
E. J. Crago

STATE OF KANSAS
COUNTY OF DOUGLAS SS.

Be it Remembered, That on this 7th day of July A.D. 1945 before me, a Notary Public in the aforesaid County and State, came F. E. Wolf, F. C. Leitnaker, Wilson Counts, A. E. Leach, Thos. A. Evans, S. H. Flickinger, A. E. Preston, Roscoe Davidson, E. J. Crago, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same, as Trustees of the First Methodist Church of Baldwin City, Kansas.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires on the 4 day of Sept. 1945.
C. B. Butell
Notary Public

Recorded July 9, 1945 at 2:25 P.M.

Harold Beck Register of Deeds