

# Receiving No. 28057 MORTGAGE RECORD 91

Reg. No. 4860 L  
Fee Paid, \$ 5.00

FROM  
LAWRENCE BAPTIST TABERNACLE  
TO  
H. R. KOHLER

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 13th day of May A. D. 1946, at 2:35 o'clock P. M.  
Narvel A. Beck  
Register of Deeds.  
By Deputy.

THIS INDENTURE, Made this 2d day of May, in the year of our Lord, one thousand nine hundred and forty-six between Frank Hurhey, Ralph E. Jason, and Carl E. Backman Trustees of the Lawrence Baptist Tabernacle, a religious Corporation

of Lawrence in the County of Douglas and State of Kansas  
part V of the first part, and H. R. Kohler part V of the second part.

WITNESSETH, That the said part V of the first part, in consideration of the sum of Two Thousand (\$2,000.00) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part V of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Eighty-eight (188) on Rhode Island Street in the City of Lawrence

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

And the said part V of the first part do hereby covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except a first mortgage of \$1400.00 to J. C. Hemphill, dated March 20, 1946, recorded in Mortgage Book 91 at Page 305 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 V 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 becomes due and payable, and that the part V of the second part shall 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 V of the second part, the loss, if any, made payable to the part V of the second part to the extent of his interest. And in the event that said part V 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 V 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 Two thousand (\$2,000.00) DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the day of April 1946 and by the terms made payable to the part V of the second part, with all interest accruing thereon and with all costs and charges incident thereto, and the part V of the first part shall pay the same as provided in this indenture.

Ann this mortgage 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 sum remains 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 as the option of the holder hereof, without notice, and it shall be lawful for the said part V 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 V of the first part, on demand, to the first part V.

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 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 V of the first part has hereunto set its hand and seal the day and year last above written.  
LAWRENCE BAPTIST TABERNACLE, A Religious Corporation

By: Frank Hurhey (SEAL)  
Ralph E. Jason (SEAL)  
Carl E. Backman (SEAL)  
Trustees

(CORP. SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 2nd day of May A.D. 1946, before me, a Notary Public in the aforesaid County and State, came Frank Hurhey, Ralph E. Jason, and Carl E. Backman the duly elected qualified and acting Trustees of the Lawrence Baptist Tabernacle, a religious Corporation to me personally known to be the same persons 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.

(SEAL) My commission expires on the 28th day of October, 1948.

Forrest A. Jackson 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 day of 19

Mortgagee. Owner.

For Satisfaction of Mortgage, See Mortgage Book 152, page 28.