

4617, BOOK 101

MORTGAGE

This Indenture, Made this 19th day of May, 1922, by and between

NORTH LAWRENCE CHRISTIAN CHURCH OF LAWRENCE, KANSAS, a corporation,

by Albert Bravator, Walter Holliston, Walter C. R. C. Swain, and

Hugh Lipp, Its Trustees,

of the County of Douglas and State of Kansas, of the first part, and BOARD OF
CHURCH EXTENSION OF DISCIPLES OF CHRIST, of the second part.

WITNESSETH: That said part Y. of the first part, in consideration of the sum of

THREE THOUSAND SEVEN HUNDRED FIFTY 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:

Commencing at the South West corner of the North Half of the South West Quarter of Block No. Eleven (11), thence North 75 feet, thence East 330 feet, thence South 75 feet, thence West 330 feet to the place of beginning, in that part of the City of Lawrence known as North Lawrence, Douglas County, Kansas.

This is to certify that the undersigned are the duly elected and qualified trustees of

NORTH LAWRENCE CHRISTIAN CHURCH, LAWRENCE, KANSAS,

and, as such, on the 6th day of April, 1922, at a properly called meeting of the congregation, and by a majority vote of those present were duly authorized to execute this mortgage and the note of even date which it secures.

and said part Y. of the first part do 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 part Y. of the first part has this day executed and delivered 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 5% per cent per annum, payable monthly, viz., one principal note for the sum of \$3,750.00, said note to be paid at the rate of \$37.50 per month, said payments covering both principal and interest and said note being due in full on or before ten (10) years after date.

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

Now, if said part Y. 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 \$3,750.00, 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 part Y. 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 part Y. 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 part Y. 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 part Y. of the first part has hereunto set its hand

and seal the day and year first above written.

NORTH LAWRENCE CHRISTIAN CHURCH

Executed and delivered in the presence of

By Albert Bravator
Walter Holliston
Walter C. R. C. Swain
Hugh Lipp
Trustees

See Release See Book 114 - Page 372