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Mortgage Record No. 75, Madison County, Iowa

Trustees United Presbyterian) Filed for record the 30th day of July A.D. 1924,
Church St. Charles, Iowa.) at 4:20 o'clock P.M.
to (Donation Mtg. #1511 Olive Garrison Crawford,
Board of Church Extension,) Fee \$1.30 Recorder.United Presbyterian Church of North America)

THIS INDENTURE, Made this Eleventh day of November A.D., 1922, between Trustees United Presbyterian Congregation of St. Charles, Iowa, legally incorporated in the County of Madison, State of Iowa, connected with the Presbytery of Des Moines and the Synod of Iowa, and connected with and under the government of the General Assembly of the United Presbyterian Church of North America, party of the first part, and the Board of Church Extension of the United Presbyterian Church of North America, a corporation of the County of Allegany and State of Pennsylvania, party of the second part, witnesseth:

WHEREAS, The said party of the first part, in and by its obligation or writing obligatory duly executed, bearing even date herewith, stands bound unto the said party of the second part in the penal sum of Five Hundred Dollars, conditioned in manner following, to-wit: that the party of the first part has applied to the party of the second part for aid to enable it to erect a house of worship on premises hereinafter described, on the condition herein expressed, and that the party of the second part has paid to the party of the first part, for the purpose aforesaid and subject to the conditions herein, the sum of Five Hundred Dollars; that at a meeting of the members of the congregation of the party of the first part, held on the 4th day of November A.D. 1922, pursuant to notice duly and regularly given, a resolution was adopted directing the Board of Trustees of the party of the first part to execute and deliver to the party of the second part a mortgage on the premises hereinafter described, to secure to the party of the second part the fulfillment of the conditions and agreements herein expressed, to be kept and performed by the party of the first part, and the repayment of the said sum of money and the interest thereon to the party of the second part in case of default in any of the conditions herein by the party of the first part.

Now therefore, the party of the first part, in consideration of Five Hundred Dollars, in hand paid, does hereby covenant, promise and agree to and with the party of the second part, its successors and assigns, that the said sum of Five Hundred Dollars, shall be used in the manner and for the purpose aforesaid; that if said party of the first part, or its successors, shall, at any time, cease to be connected with the United Presbyterian Church, or refuse to be subject to the jurisdiction and government of the said General Assembly, or if the organization or corporate existence of the party of the first part, or its successors or assigns, shall be dissolved or cease to exist, or the house of worship and premises herein described shall be alienated or encumbered without the consent of the party of the second part, or used for any purpose contrary to the object and jurisdiction aforesaid, or if said house of worship shall be at any time hereafter abandoned or cease to be used as a house of public worship by the party of the first part, its successors or assigns, except for the purpose of building upon the same premises another or better house of worship, or if the party of the first

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FOCH BROTHERS, INC., DES MOINES, IOWA 50319

part shall neglect or refuse to keep the buildings on the premises herein described insured in companies designated or approved by the party of the second part, for its benefit, in the sum of 3000.00 Dollars, then in case of the happening of any of the said events, the said sum of Five Hundred Dollars, and interest thereon from the date hereof at the rate of 5 per cent per annum, shall immediately become due and payable from the party of the first part to the party of the second part. And the party of the first part, as security for the full and complete compliance with the terms and conditions aforesaid, and for the repayment of the said sum of money and interest, in the case of default in any of said terms or conditions, and for the consideration aforesaid, hereby grants, bargains, sells and conveys to the party of the second part, and to its successors and assigns forever, all their rights and interest in church property to the amount of Five Hundred Dollars, and interest. Said property situated in town of St. Charles, County of Madison, State of Iowa. Said property located on Lot 4, Blk.16, Hartman & Young Addition to town, St.Charles.

TO HAVE AND TO HOLD said premises, with the appurtenances unto the said party of the second part, its successors and assigns forever.

Provided, however, that if the party of the first part, its successors and assigns shall well and truly keep and perform all the conditions, covenants and obligations hereinbefore expressed, and shall, in case of any default therein, or of the breach of any of said conditions or covenants, forthwith well and truly refund and pay to the said party of the second part, or its successors or assigns, the said sum of Five Hundred Dollars, with interest thereon from the date hereof, until paid, at the rate of 5 per cent per annum, then these presents shall be void; and provided further, that if the party of the first part, its successors or assigns, should make default in any of the provisions of said agreement, or permit said premises or any part thereof, to pass into the jurisdiction or control of any denomination other than the United Presbyterian Church, or should alienate or encumber said premises without the consent of the party of the second part or its successors, then, in either of said events, the said sum of money and interest thereon as aforesaid, shall immediately become due and payable to the party of the second part, its successors or assigns. And in case of the refusal of the said party of the first part, its successors or assigns, to pay said sum and interest as aforesaid, upon the happening of any said events, this mortgage may be foreclosed forthwith in manner provided by law, and upon any such default a writ of scire facias may be issued at once on this mortgage, and prosecuted to judgment and execution and sale for the collection of the whole amount of the said principal debt and interest thereon remaining unpaid, together with all premiums of insurance, fees, costs and expenses of such proceedings, including attorney's commission of five per cent.

And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any existing law or by act or statute which may be enacted hereafter, are hereby waived and released.

IN WITNESS WHEREOF, the party of the first part has duly executed this indenture the day and date first above written.

Signed, sealed and delivered in presence of
J.W.Picken. Robt. Clarke)
Roy Leggett) Trustees.
J.H.Anderson)

No Corporate Seal shown on instrument

State of Iowa, County of Madison, ss. Be it remembered that on this 21 day of November, A.D., 1922, before me, a Notary Public in and for said county and state, personally came Robt. Clarke, Roy Leggett and J.H. Anderson, Trustees U.P. Church, St. Charles, Iowa, a corporation organized under the laws of the State of Iowa, and to me personally known to be the same persons who executed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and Notary seal, the day and date aforesaid.
D.B. Casady.

NOTARIAL SEAL

State of Iowa, County of Madison, ss. Be it remembered that on the 21 day of November A.D. 1922, before me, a Notary Public in and for the State and County aforesaid, personally came Robt. Clarke, Roy Leggett and J.H. Anderson of the corporation known as the St. Charles United Presbyterian Church and being duly sworn, did say that he was personally present at the execution of the foregoing indenture, and saw the common seal of the said corporation affixed thereto, and that said seal is the common and corporate seal of the said corporation, and that the foregoing indenture was signed, sealed and delivered by and as, and for the act and deed of the said corporation for the use and purpose therein mentioned, and that his signature is in his own proper handwriting. J.W.Picken.

Sworn and subscribed before me, the day and year aforesaid.
Witness my hand and seal. D.B. Casady, Notary Public.

NOTARIAL SEAL

L. R. Schoonover) Filed for record the 2nd day of August A.D. 1924. at 9 o'clock.