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1954

## Mortgage, 1954-02-08

Friendship Missionary Baptist Church

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N. Y. Bond and Mortgage, Full Covenant and Lien 806A (Laws of 1946; Chap. 886, Statutory Form MN Chap. 627 Laws of 1933)

David F. Williamson Co., Publishers
43 Niagara St., Buffalo, N. Y

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# This Bond and Murtgage,

Made the Fifty-Four.

day of February

Ninetcen Hundred and

Methoren

FRIE IDSHIP MISSIOMARY BAPTIST CHURCH, a religious corporation organized and existing under the laws of the State of New York and having its principal place of business at No. 146 Hickory Street, in the City of Buffalo, County of Erie and State of New York,

the mortgagor , and

Compton Ave. St. Louis, Missouri ,

the mortgagee

Mittlesseil, That the mortgagor , does hereby acknowledge 1tself and its successors to be indebted to the mortgagee in the sum of ONE HUNDRED THOUSAND and no/100 ----- Dollars. (\$ 100,000.00 ) lawful money of the United States, which the mortgagor do es hereby agree and bind itself and its successors to pay to the mortgagee 1964 , with interest at the on or before July 1 rate of six percentum (6%) per annum; the mortgagor hereby agrees to pay to the mortgagee, the sum of \$2,400.00 or more quarter-annually, beginning July , 1954, the said quarter-annual payments to apply first to interest and the balance to apply to principal, with the right of the mortgagor to pay, at any time, any additional amounts of principal,

and

to secure the payment of which the mortgagor hereby mortgage s to the mortgagee

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie, State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the easterly line of Sylvan Alley, (so-called, being an alley sixteen (16) feet wide, running northerly from Clinton Street, between Walnut and Hick-ory Streets) and the northerly line of Clinton Street; running thence northerly along the easterly line of Sylvan Alley, one hundred thirty-one and thirty-seven hundredths (131.37) feet; running thence easterly and at right angles to said easterly line of Sylvan Alley, one hundred twenty-eight and five-tenths (128.5) feet to the westerly line of Hickory Street; running thence southerly along the westerly line

of Hickory Street, forty-four (44) feet; running thence westerly and at right angles to the westerly line of Hickory Street, fifty-one (51) feet; running thence southerly and on a line parallel with the westerly line of Hickory Street, eighty-seven and fifteen-hundredths (87.15) feet to the northerly line of Clinton Street; thence westerly along the northerly line of Clinton Street, seventy-seven and fifty-hundredths (77.50) feet, to the point of beginning;

#### ALSO

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No. 35, Township ll, Range 8 of the Holland Land Company's Survey, and being further bounded and described as follows:

BEGINNING at a point in the southerly line of Glenwood Avenue, distant one hundred ninety-five (195) feet easterly from its intersection with the easterly line of Masten Street; running thence easterly along said southerly line of Glenwood Avenue, forty (40) feet; thence southerly and at right angles to said southerly line of Glenwood Avenue, one hundred ninety-two and one-half (192½) feet; thence westerly and parallel with said southerly line of Glenwood Avenue, forty (40) feet; thence northerly one hundred ninety-two and one-half (192½) feet on a line at right angles to the southerly line of Glenwood Avenue to the point or place of beginning;

### ALSO

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and State of New York, being part of Lot No.35, Township 11, Range 8 of the Holland Land Company's Survey and being further bounded and described as follows:

BEGINNING at a point in the southerly line of Glenwood Avenue, distant one hundred eighty-five (185) feet easterly from its intersection with the easterly line of Masten Street; thence southerly and at right angles to said southerly line of Glenwood Avenue, one hundred fifty-four (154) feet; thence easterly and parallel with said southerly line of Glenwood Avenue, ten (10) feet; thence northerly and at right angles to said southerly line of Glenwood Avenue, one hundred and fifty-four (154) feet to the southerly line of Glenwood Avenue; thence westerly along said southerly line of Glenwood Avenue, ten (10) feet to the point or place of beginning.

This bond and mortgage is made subject to all of the conditions, stipulations, agreements and covenants contained in a certain building loan agreement executed by the parties hereto and of even date herewith to the same extent and effect as they would be if fully set forth herein.

This bond and mortgage is made pursuant to an order of the Supreme Court of Erie County, State of New York, made and entered the gay of February, 1954.

And the mortgagor

covenant s with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.

2. That the mortgagor will keep the buildings on the premises insured against loss by fire

for the benefit of the mortgagee; that 1t has will assign and deliver the policies to the mortgagee ; and that 1t has will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

3. That no building on the premises shall be removed or demolished without the consent of the

4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal

or of interest for thirty days, or after default in the payment of any tax, water rate or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire

or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsels or defenses exist against the mortgage debt, as hereinafter provided.

5. That the holder of this bond and mortgage, in any action to foreclose the mortgage, shall be entitled to the appointment of a receiver. , without notice.

6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within ten days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrant the title to the premises.

10. That the mortgagor will receive the advances secured by this mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement, and will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

11. That the mortgager will not assign any rents without the written consent of the nortgagee.



In Mitness Allierrof, this bond and mortgage has been Muly signed and sealed by the mortgager FRIENDSHIP MISSIONARY BAPTIST CHURCH.

In Persence of

By Jacak D Jack Trusties The Chairman of Board of Trusties

State of New York County of

vì

On this

day of Nineteen Hundred and before me, 'he subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Acknowledgment Corporation

267). David F. Williamson Co., Publishers, 43 Niagara St., Buffalo, N. Y.

State of Nem Bork,

Erle County of

City of Buffalo

On this

day of Librar

477 Woodlawn Ave., Buffalo, N. Y., that he is the Chairman

nineteen hundred and

Fifty-Four

resides in

, before me personally came

FRANK D. HAWKINS

to me known, who, being by me duly sworn, did depose and say that he

Board of Trustees of of the

the corporation described in and which executed the above instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Electrons of said corporation, and that he signed his name thereto by like order.

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FRIENDSHIP MISSIONARY BAPT

HAROLD COLEMAN

Dated Homony 8.

County of Mrt york,

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Bund a Rock

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