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1954

### Mortgage, 1954-02-08

Friendship Missionary Baptist Church

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(1) 5022-138 Ass'd to Florice Hamilton - Dis. 6453-111 Aug 6, 1964

N. Y. Bond and Mortgage, Full Covenant and Lien 806A  
(Laws of 1946; Chap. 886, Statutory Form MN Chap. 887 Laws of 1933)

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

# This Bond and Mortgage.

Made the 8<sup>th</sup> day of February Nineteen Hundred and Fifty-Four,

**Between**

FRIENDSHIP MISSIONARY 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

HAROLD COLEMAN, residing at 1115 North  
Compton Ave. St. Louis, Missouri.

the mortgagee

**Witnesseth,**

That the mortgagor, does hereby acknowledge itself  
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

on or before July 1, 1964, ~~1955~~, with interest at the  
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 1, 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 mortgages 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 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 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 3<sup>rd</sup> day of February, 1954.

And the mortgagor

covenants 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 it ~~is~~ will assign and deliver the policies to the mortgagee; and that it ~~is~~ 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 mortgagee



State of New York,

County of Erie } ss.

City of Buffalo

On this 8<sup>th</sup> day of February nineteen hundred and Fifty-Four, before me personally came FRANK D. HAWKINS

to me known, who, being by me duly sworn, did depose and say that he resides in 477 Woodlawn Ave., Buffalo, N. Y., that he is the Chairman of the Board of Trustees of

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 Trustees of said corporation, and that he signed his name thereto by like order.

*Herbert W. Fitzgerald*

Notary Public in and for the State of New York

My Commission expires March 1955

