Trusting the Methodist Episcopal Church
in the City of Covington

The Northwestern Mutual Life Insurance Company

Mortgage
Noted the 11th day of January 1897.

Jay E. M., 1897 at 10 o'clock a.m., and recorded in
County of Kenton
State of Kentucky

Received for record on the 15th day of

1678
Corporation.

This Indenture, made the eleventh day of January in the year of our Lord one thousand eight hundred and twenty-seven between the Trustees of the Methodist Episcopal Church in the City of Covington (commonly known and styled as the Trustees of Scott Street Methodist Episcopal Church, South, of Covington, Kentucky), a religious corporation created, organized and existing under and by virtue of the laws of the State of Kentucky, of the City of Covington, County of Kenton and State of Kentucky, party of the first part, and the Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, with its principal place of business in the City of Milwaukee, in said State of Wisconsin, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of five thousand ($5,000) dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said party of the second part, and to its successors and assigns forever, the following Real Estate lying and being in the County of Kenton, City of Covington and State of Kentucky, together with all the improvements thereon, and the rents, issues and profits thereof; said Real Estate being known and described as follows, viz: That part of Lots number three hundred and forty-nine (349) and three hundred and fifty (350) of the Original Plan of the City of Covington, bounded and described as follows: Beginning on the east line of Scott Street in said City at a point two hundred (200) feet east of the northeast corner of Sixth Street and Scott Street; running thence northerly along said east line of Scott Street, sixty-nine (69) feet to a point; thence easterly on a line parallel with the north line of said Sixth Street, one hundred and ten (110) feet to a point; thence southerly on a line parallel with said east line of Scott Street, sixty-nine (69) feet to a point; thence westerly on a line parallel with said north line of Sixth Street, one hundred and ten (110) feet to the place of beginning. Said premises have a frontage of sixty-nine (69) feet on said Scott Street and extend east with the same width, and parallel with said Sixth Street, a distance of one hundred and ten (110) feet and are the same premises which were conveyed by the defendant, hereinafter mentioned, to the said Trustees of the Methodist Episcopal Church in the City of Covington by deed dated September 22d, 1843 and recorded in the Office of the Clerk of the County Court of said Kenton County at Independence, in Deed Book No. 3 at pages 37 and 38 thereof.

To have and to hold said Realty, together with the privileges and appurtenances thereto belonging, and the improvements thereon, and the rents, issues and profits which may arise or be had therefrom, to the said party of the second part, its successors and assigns forever.
And the said party of the first part for itself, its successors and assigns, covenants and agrees with the said party of the second part, its successors and assigns, to keep the building or building now standing or which may hereafter be erected on the described premises, insured against loss or damage by fire in some solvent incorporated insurance company or companies, to be approved by said party of the second part, its successors or assigns, so long as the money hereby secured shall be unpaid, to the amount of at least Ten Thousand ($10,000) dollars; and to assign and keep assigned to said party of the second part, its successors and assigns, the policy or policies of such insurance, and deposit the same with the said party of the second part, and to pay annually to the proper officers all taxes and assessments which shall be levied or assessed on said real estate, or any part thereof and to procure and deliver to the said party of the second part, at its Office in the City of Milwaukee, in the State of Wisconsin, on or before the first day of October, in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments levied or assessed on said premises for the year when the same are payable; and in case of the failure to keep or continue such insurance, or to assign the policy or policies thereof, as above provided, or in case of the nonpayment of any such taxes or assessments when the same shall become due and payable, the said party of the second part, its successors or assigns, may effect an insurance upon said building or buildings to the amount above named, and may pay such taxes and assessments, with the accrued interest, officers' fees and expenses thereon, the party of the first part hereby waiving all irregularities, defects and informalities in such taxes and assessments and in the assessments upon which such taxes are based, and also hereby waiving the right to insist that the personal property of said party of the first part be first exhausted in the payment of such taxes or assessments, and the amounts or sums so paid for premiums and expenses of insurance, and for taxes or assessments and officers' fees and expenses on account thereof, shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the money secured hereby, and from the time of the payment thereof by the said party of the second part, the same so paid shall bear interest at the same rate as the principal debt hereby secured; and that the
said party of the first part, at the time of the enrolling and delivery of these presents is the true, lawful and rightful owner and proprietor of the said premises above described and every part thereof, and is seized of a good, sure, perfect and indefeasible estate of inheritance therein, in fee simple; that it has good right, full power and lawful authority to grant, bargain, sell and convey the said premises and every part thereof to the said party of the second part, in manner and form aforesaid; that the said premises are free and clear from all taxes, liens and incumbrances whatsoever, and that the said party of the first part will ever warrant and defend the same to the party of the second part, its successors and assigns, against all claims whatsoever.

Provided always, and these presents are upon the express condition, that if the said party of the first part, its successors, and assigns, Marshall A. Kell, Louis J. Merier, James A. Haxley, William C. Blalock, Benjamin F. Grajani, Edward W. Ward, James L. Johnson, Richard F. Caldwell, Kerley J. Morris, Richard K. Tarvin, Montreuil L. Sweattam, John H. Woolsecroft, Benjamin J. Beet and David L. Carpenter, their heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of Ten Thousand ($10,000) dollars in five equal payments of Two Thousand ($2000) dollars each, payable respectively at the expiration of one (1), two (2), three (3), four (4) and five (5) years from the date of these presents, with interest thereon until paid, at the rate of six (6) percentum per annum, payable semianually on the first day of May and of November in each and every year, both principal and interest payable at the office of said Company, in the City of Milwaukee, according to the condition of a bond bearing even date herewith, executed by the said party of the first part and the said Marshall A. Kell, Louis J. Merier, James A. Haxley, William C. Blalock, Benjamin F. Grajani, Edward W. Ward, James L. Johnson, Richard F. Caldwell, Kerley J. Morris, Richard K. Tarvin, Montreuil L. Sweattam, John H. Woolecroft, Benjamin J. Beet and David L. Carpenter, to the said party of the second part, and shall moreover keep such insurance as above mentioned, and keep the policy or policies thereof assigned as aforesaid, and shall annually pay all taxes and assessments on
said real estate, and procure and deliver the receipts therefor as aforesaid; then these presents, and the said bond or writing obligatory, shall cease and be null and void. But in case of the non-payment of any sum of money, (either of principal, interest, insurance money, taxes or assessments) at the time or times when the same shall become due, agreeable to the terms and conditions of these presents, or of the aforesaid bond, or any part thereof, then, in such case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby expressly waived), and the same together with all sums of money which may be paid by said party of the second part, its successors or assigns, for or on account of insurance, taxes, assessments or prior liens, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur, as aforesaid, and the judgment or decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, taxes, assessments or prior liens, with interest at the rate aforesaid.

The said party of the first part hereby covenants and agrees to perform all the covenants and conditions of this mortgage, and all the covenants, conditions and stipulations of said bond, and hereby expressly waives the benefit of valuation and appraisement laws.

In Witness Whereof, the said party of the first part has caused its Corporate Seal to be hereunto affixed and these presents to be signed by its President and Secretary and by its Board of Trustees, the day and year first above written in pursuance of two resolutions one adopted by the Members of said
corporation on the thirtieth day of December N.D. 1896, and the other adopted by the Board of Trustees of said corporation on the same date.

Signed and delivered in presence of

K. Steiner
Margaret A. Harvey

Trustee of the Methodist Episcopal Church in the City of Covington

By

John H. Woolworth

President

Secretary

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of

Trustees

State of Kentucky
County of Kenton

J. Walker Wilson, Clerk of the County Court for the County and State aforesaid do certify that on this day the foregoing mortgage was produced to me in my office and acknowledged and delivered by James H. Nevil and John H. Woolworth, the President and Secretary of the Trustees of the Methodist Episcopal Church in the City of Covington, the grantor in the foregoing mortgage, and by James H. Nevil, John H. Woolworth and Benjamin S. Beat, the Board of Trustees of the said Trustees of the Methodist Episcopal Church in the City of Covington, who are personally to me known and known to me to be such officers and known to me to be the same persons who as such officers, in behalf of said corporation acknowledged the signing and sealing of the foregoing mortgage in the name of said corporation, the said grantor therein named and duly and severally acknowledged the signing and sealing of said mortgage to be the act
and deed of said corporation.

And then and there the said James H. Hevil, John H. Wooliscroft and Benjamin D. Best being by the first duly sworn deposed and said and each for himself deposed and said that the said James H. Hevil is the President and the said John H. Wooliscroft is the Secretary and the said James H. Hevil, John H. Wooliscroft and Benjamin D. Best are the members of the Board of Trustees of the said Trustees of the Methodist Episcopal Church in the City of Covington, that the said mortgage is the common and corporate seal of the said Trustees of the Methodist Episcopal Church in the City of Covington and that it was affixed thereto by its authority.

Witness my hand and official seal this 29th day of January 1897.

[Signature]

By [Signature]

State of Kentucky, In the name of the State of Kentucky, I, Wm. Wilson, Clerk of the County Court for the County and State aforesaid, do hereby certify that on this day the foregoing mortgage from the Trustees of the Methodist Episcopal Church in the City of Covington to the Northwestern Mutual Life Insurance Company, was again produced to me in my office at 10 o’clock A.M. and lodged for record, and the tax paid thereon, and that I have recorded the same, together with the foregoing, and this certificate, in my said office in Mortgage Book No 78 page 50.

Witness my hand and official seal this 5th day of February 1897.

[Signature]

By [Signature]