VA Form 4-6314 (Home Loan August 1946, Use Optional Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co.

## **MORTGAGE**

THIS INDENTURE, Made this lith day of December , 19 52, by and between Ralph W. Tusten and Mary May Tusten, husband and wife, of Lawrence, Kansas , Mortgagor, and The First National Bank of Lawrence

Lawrence, Kansas under the laws of The United States

, a corporation organized and existing , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Seven Thousand and no/100 - ---- - Dollars (\$ 7,000.00 ), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described property, situated in the county of Douglas , State of Kansas, to wit:

Lot Number Twelve (12) in Block Seventeen (17) in Babcock's Enlarged Addition, an addition to the City of Lawrence, in Develas County, Manage.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured loreby are guaranteed under the provisions of the Savidamen's Readjustment Act, he will not execute or file for record any instrument, which imposes a restriction upon the sale or occurancy of the mortgaged projectly on the basis of race, color, or cross. Then any realition of this undertaking, the mortgaged may, at its ontion, declare the unnail halance of the debt secured hereby immediately due and mayble.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.