

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 8 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

10. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written. JAYHAWK CONSTRUCTION CO., INC.

[SEAL] By: J. C. Sargent [SEAL]  
President  
Attest: Kenneth L. Murrow [SEAL]  
Secretary

STATE OF KANSAS    ss:  
COUNTY OF SEAWYEE

BE IT REMEMBERED, That on this 19<sup>th</sup> day of January, A.D. 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid came J. C. Sargent, President of Jayhawk Construction Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas and Kenneth L. Murrow, Secretary, of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my notarial seal the day and year last above mentioned.

Ray L. Leubertson  
Notary Public

My commission expires May 28, 1955

