

MORTGAGE

THIS INDENTURE, Made this 15th day of September, 1958, by and between
Elmer Carl Beard and Erma B. Beard, husband and wife,
of Douglas County, Kansas, Mortgagee, and

The Anchor Savings and Loan Association,

, a corporation organized and existing
under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eight Thousand Two
Hundred and No/100 - - - - - Dollars (\$8,200.00), 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:

Lots 103, 105, 107, and 109, on Locust Street in Block Two (2) in that
part of the City of Lawrence formerly known as North Lawrence.

This is a purchase money mortgage.

The Mortgagors hereunder or their assignees specifically agree to notify the aforementioned
mortgagee or its assignee(s) before entering into any contract or agreement, whether written or oral,
to transfer title to the within mortgaged premises when the assumption by another titleholder of the
obligation secured by this mortgage is a condition of the transfer; and that the said mortgagee may
assess a charge not to exceed 1% of the unpaid principal balance or \$50.00, whichever is the greater,
to the new titleholder. It is specifically understood that the assumption of this mortgage by another
person or persons will not relieve the mortgagors of the covenants herein as long as any part of the
principal and interest on the indebtedness which this mortgage secures remains unpaid and that the
guaranty provided by the Veterans Administration under the Servicemen's Readjustment Act of 1944
to the Mortgagee will not in any way be impaired by the approval of any subsequent assignees of this
mortgage.

The Mortgagors further agree that should this mortgage and the note secured hereby not be
eligible for guaranty or insurance under Title III of the Servicemen's Readjustment Act of 1944, as
amended, within 120 days from the date hereof (written statement of any officer of the Veterans Ad-
ministration or authorized agent of the Veterans Administration dated subsequent to the 120 day
period 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, de-
clare all sums secured hereby immediately due and payable.

The Mortgagors covenant and agree that so long as this mortgage and said note secured hereby
are guaranteed or insured by the Veterans Administration 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.