75530 BOOK 126

KANSAS

MORTGAGE

THIS INDENTURE, Made this 25 day of October ,1960 , by and between Eldon R. Davis and Janice L. Davis, Husband and wife of Lawrence, Douglas County, Kansas , Morigagor, and

Charles F. Curry and Company

under the laws of the atate of Missouri , a corporation organized and existing

Witnessert, That the Mortgagor, for and in consideration of the sum of Fourteen Thous and and no/100 Dollars (\$ 14,000.00), 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 Eight (8), Block One (1), in Edgewood Park Addition Number Four (4), an Addition to the City of Lawrence, Douglas County, Kansas

Subject to easements, restrictions and reservations of record, if anyl

The note hereby secured and herein described is given in partial payment of the purchase price on the above described property.

It is expressly agreed that this is a purchase money mortgage.

The mortgagor convenants and agrees that so long as this mertgage and the said note, secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act of 1944 as amended, 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 hasis 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.

The borrowers agree that if the legal holder of the note described herein and secured hereby should not become eligible to obtain a guaranty of not less than \$7,500.00 or 60% of the amount of this loan whichever is the lesser, under the Servicemen's Readjustment Act of 1944 and amendments within sixty days from date hereof, said legal holder may at its option, declare all sums secured hereby immediately due and payable.