STATE OF KANSAS COUNTY OF Douglas - day September BE IT REMEMBERED, that on this 26 A. D. 19 6/, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth W. Pickert and Sally A. Pickert, his wife who are personally wn to me to be the same person S _____ who executed the within instrument of writing, and such person S duly acknowledged the axecution of the same. IN TESTISIONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written. 0 PUBLIC S Notary Public C. Place on exu Recorded September 27, 1961 at 2:35 P.M. Harde 4 Beck

MORTGAGE

78318 BOOK 129

THIS INDENTURE, Made this 23rd day of August ,1961, by and between of Carl James Miller and Donna Marie Miller, husband and wife Mortgagor, and

National Home's Acceptance Corporation

under the laws of the State of Indiana

U.S.C

, a corporation organized and existing , Mortgagee:

KANSAS

Bac

130

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WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twelve Thousand Eight Hundred Fifty and no/100----- Dollars (\$12,850.00)), the receipt of which is hereby desire acknowledged, does by these presents mortgage and warrant unto the Mortgage, its successors and assigns, forever, the following-described property, situated in the county of Douglas

Lot Twenty-two (22), in Block Two (2), of the Replat of Blocks Two (2) and Three (3), of Edgewood Park Addition No. Five (5), an Addition to the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof.

Subject to restrictions, reservations and easements now of record, if any.

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

The mortgagor covenants and agrees that so long as this mortgage 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 basis of race, color, or creed. Upon any violation of this undertaking, the mortgage 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 gueranty 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.