

84096 BOOK 134

KANSAS

VA Form 26-4811 (Home Loan)  
Rev. June 1959. Use optional.  
Section 1810, Title 38, U. S. C.  
Acceptable to Federal National  
Mortgage Association.

## MORTGAGE

THIS INDENTURE, Made this 2nd day of May, 1963, by and between  
Samuel Dale Imhoff and Lydia P. Imhoff, husband and wife  
of Douglas County, Kansas, Mortgagee, and

CITY-WIDE MORTGAGE COMPANY

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

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eight Thousand Three  
Hundred Fifty and no/100-----Dollars (\$ 8,350.00 ), 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 6, in Block 3, in Town and Country Addition, an  
Addition to the City of Lawrence, Douglas County,  
Kansas, as shown on the recorded plat in Plat Book  
4, Page 38, recorded the 4th day of April, 1956.

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

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

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 \$5,010.00, 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.

The borrowers covenant and agree that so long as this mortgage  
and the said note secured hereby are insured 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 legal holder of the note may, at its option,  
declare the unpaid balance of the debt secured hereby immediately  
due and payable.

*See Record of Mortgage Deed Book 134 Page 317*