

85967 BOOK 135

MORTGAGE

THIS INDENTURE, Made this 21st day of October, 1963, by and between
ARCHIE LLOYD MILLS and VIOLET BEATRICE MILLS, husband and wife,
of Douglas County, Kansas, Mortgagor, and

DOUGLAS COUNTY STATE BANK, a Kansas Corporation,

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

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty Two Thousand
and No/100 - - - - - Dollars (\$ 22,000.00), 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:

The Southeast Five (5) acres of the West Half ($\frac{1}{2}$) of the Southwest Quarter (1/4) of
the Southeast Quarter (1/4) of Section twenty-four (24), Township thirteen (13), South,
Range nineteen (19) East in Douglas County, Kansas.

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

This loan is made for a portion of the purchase price and is part of the transaction
by which mortgagors acquire title to the above described property.

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 Administration or authorized
agent of the Veterans Administration dated within 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 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 National Housing Act, they
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 all unpaid balance of the debt secured hereby immediately due and payable.

For Assignment of Mortgage see Book 137 Page 519