STATE OF KANSAS, Crawford COUNTY, st. BE IT REMEMBERED, That on this 18th day of December, 1963 before me, the undersigned, a notary public in and for the County and State aforesaid, came ZACK ROSS and his wife LAVON ROSS who are personally known to me to be the same person g who executed the within instrument of writing and such person 3 duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. Term expires NOVEMBER 30, 1963 HAROLD C. MCMURRAY Notary Public.

Hasel G. Deck

Recorded December 27, 1963 at 9:05 P.M.

Reg. No. 19,178

KANSAS

Register of Deeds

VA Perio 24411 Henry Loan Hey, June 1035 User (1994) Section 211, Use 33, O. S. C. Averythile to Felseni National Minitegie Association

## MORTGAGE

THIS INDENTURE, Made this 20th day of November, 1963, by and between HAROLD MARVIN MCARDLE and VERA J. McARDLE, husband and wife, of Douglas County, Kansas , Mortgagor, and

## DOUGLAS COUNTY REAL ESTATE, INC.

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 Fourteen Thousand Seven Hundred Fifty and No/100- -Dollars (\$14, 750.00), 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 Three (3), in Block One (1), in Northwood Addition No. Two (2), an Addition to the City of Lawrence, in Douglas County, Kansas.

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

This loan is made for 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 Howing 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.