

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within \_\_\_\_\_ from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the \_\_\_\_\_ time 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.

10. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, 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 Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Michael J. Schurer

[SEAL]

Patricia A. Schurer

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,

COUNTY OF Douglas

ss:

BE IT REMEMBERED, that on this 11th day of June, 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael J. Schurer and Patricia A. Schurer, of the personally known to be the same person(s) who executed the foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

My Commission expires April 16, 1973

Mary E. Haid

Notary Public.

Recorded June 12, 1969 at 2:45 P.M.

Register of Deeds

PARTIAL RELEASE OF MORTGAGE  
For individual or corporate Mortgages

330-4

BOOK 153

Hall Litho. Co., Topeka

STATE OF KANSAS,

Douglas

County, ss.

KNOW ALL MEN BY THESE PRESENTS, That Lawrence National Bank and Trust Co. of the County and State aforesaid, hereby certifies that a certain Mortgage dated April 26, 1966, made and executed by Hird Incorporated

of the first part, to The Lawrence National Bank & Trust Co. of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in volume 145, page 77 & 78, on the 27th day of October

A. D. 1966, is as to Lot(24) Twenty-four in Holiday Hills Number Seven (7) an Addition in the City of Lawrence, Douglas County, Kansas

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hand, this 11th day of June, A.D. 1969

Lawrence National Bank and Trust Co.  
Lawrence, Kansas

(If executed by a corporation, the corporate seal should be impressed here.)

ATT. REV. 6-65  
36901 2M 1-59

Attest:

Howard Wiseman, Vice President

John P. Peters, Senior Vice Pres. & Cashier