

FHA Form No. 2122 m
(For use under Sections 203-205)
(Effective July 1961)40193 BOOK 97
MORTGAGE

THIS INDENTURE, Made this 23rd day of February, 1950, by and between
 JACK G. MOON and VIVIAN J. MOON, his wife
 of Douglas County, Kansas, Mortgagor, and
 THE PRUDENTIAL INVESTMENT COMPANY,
 under the laws of State of Kansas, a corporation organized and existing
 as Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of - - - - -
 Eight Thousand Five Hundred and no/100 - - Dollars (\$ 8,500.00), 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 real estate, situated in the County of Douglas,
 State of Kansas, to wit:

The South One-Half of Lot Ninety-eight (98) and
 all of Lot Ninety-nine (99), in Breezedale, an
 Addition to the City of Lawrence, Douglas County,
 Kansas, subject to reservations, restrictions and
 easements of record.

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.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-
 ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-
 ratus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures,
 elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at
 present contained or hereafter placed in the buildings now or hereafter standing on the said real estate,
 and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or
 attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the
 purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to
 the present or future use or improvement of the said real estate, whether such apparatus, machinery,
 fixtures or chattels have or would become part of the said real estate by such attachment thereto, or
 not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-
 ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest
 of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises
 hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will war-
 rant and defend the title thereto forever against the claims and demands of all persons whomsoever.