

FMA Form No. 5124-a  
(For use under Sections 125-602)  
(Effective July 1967)

40401 BOOK 98

## MORTGAGE

THIS INDENTURE, Made this 5th day of April, 1950, by and between  
FOYLE T. PARMENTER and BERNICE Z. PARMENTER, his wife  
of Douglas County, Kansas, Mortgagor, and  
THE PRUDENTIAL INVESTMENT COMPANY

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

WITNESSETH, That the Mortgagor, for and in consideration of the sum of -----  
Eight Thousand Six Hundred and no/100 - - Dollars (\$ 8,600.00 ), 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 Half of Lot One Hundred One (101) and all of Lot  
One Hundred Two (102), in Breesedale, an Addition to the  
City of Lawrence, Douglas County, Kansas, subject to reser-  
vations, 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, heredi-  
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.

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