

41191 BOOK 98

FHA Form No. 2126-a  
(For use under Section 203-2(a)  
(Effective July 1947))**MORTGAGE**

THIS INDENTURE, Made this 15th day of July, 1950, by and between  
 Leo Horacek and Margot B. Horacek, his wife  
 of Lawrence, Kansas, Mortgagee, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing  
 under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of - - - - - Fifty  
 Four Hundred and no/100 - - - - - Dollars (\$ 5400.00 ), 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:

Lot 8, Block 14, in University Place, an Addition to the  
 City of Lawrence, and A tract of land beginning at the  
 South East corner of Lot 8 in Block 14 in University Place,  
 an Addition to the City of Lawrence, thence South 20 feet,  
 thence West 132 feet, thence North 20 feet, thence East  
 132 feet to the place of beginning in the City of Lawrence,  
 Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage)

The mortgagee 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 im-  
 poses 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 Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee 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.