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FHA Form No. 217a  
(For use under Sections 203-205)  
(Effective July 1947)

41820 BOOK 98

## MORTGAGE

THIS INDENTURE, Made this 5th day of August, 1950, by and between  
Helen Rutledge Beal and George Malcolm Beal, husband and wife,

of Lawrence, Kansas, Mortgagee, and  
The First National Bank of Lawrence, Lawrence, Kansas,

under the laws of the United States, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Twelve Thousand  
Four Hundred and no/100 - - - - - Dollars (\$12,400.00), 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:

Beginning at a point on the North line of Lot E in Block One (1) in  
University Place, an addition to the City of Lawrence, 139½ feet West of the  
Northeast corner of said Lot E; thence West along the North line of said  
Lot E, 112½ feet; thence North 100 feet; thence East 112½ feet parallel  
to aforesaid North line of Lot E; thence South 100 feet to place of  
beginning, being in the Northeast Quarter (¼) of Section One (1),  
Township Thirteen (13), Range Nineteen (19) and in the City of Lawrence,  
Less that part thereof lying in Indiana Street produced North from  
University Place, as described in Deed Book 120, page 186, (Said  
Indiana Street was formerly Conklin Street), in Douglas County, Kansas.

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 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 forming  
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.