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41632 BOOK 98 MORTGAGE

, Mortgagor, and

THIS INDENTURE, Made this 26th day of August ,1950 , by and between Marcial L. Graig and Largarett H. Graig, his wife,

of Eudora, Kansas The First National Bank of Lawrence Lawrence, Kansas

under the laws of the United States

, a corporation organized and existing , Mortgagee:

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WITNESSETH, That the Mortgagor, for and in consideration of the sum of Four Thousand Eight Bundrod and no/100 - - - - - - Dollars (\$ 1800.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unio the Mortgage, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas State of Kansas, to wit:

Lots Nos. Fifteen (15), Sixteen (16) and Seventeen (17) in Block No. One Hundred Eighty (180) in the City of Eudora.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are incurred under the movisions of the lational Mousing Act, he will not execute or file for record any instruct which damages 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 mortgage 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, hereditaments and appurtenances thereunto belonging, and the rents, issues and profils thereof; and also all apparatus, machinery, futures, chattels, furnaces, heaters, ranges, manufles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind, and nature at present contained or herearther 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, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate, and all structures, gas and oil tanks, or any context of the placed in or upon the said real estate, 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, of 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 Mortgager of, in and to the, mortgaged premises unto the Mortgagee. Prever.

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 warrant and defend the fille thereto forever against the claims and demands of all persons whome