

FHA Form No. 2129-01  
(Use under Sections 203-203f  
(Effective July 1961))

Book 99

# MORTGAGE

THIS INDENTURE, Made this 21th day of October, 1950, by and between  
J. A. Burzle and Luriel Burzle, his wife,  
of Lawrence, Kansas

Mortgagor, 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 Mortgagor, for and in consideration of the sum of Four Thousand Five  
hundred and no/100 - - - - - Dollars (\$ 4,500.00 ); 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:

Lot No. Two hundred Twenty Six (226) on Louisiana Street in the City of Lawrence.

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 thereto 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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