

42267
MORTGAGE

BOOK 99

THIS INDENTURE, Made this 24th day of November, 1960, by and between
Warren E. Snyder and Mary Gene Snyder, husband and wife
of Douglas County, Kansas, Mortgagee, and
The American National Bank of Hutchinson,
Reno County, Kansas, a corporation organized and existing
under the laws of U. S. A., Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Eleven Thousand One Hundred and no/100----- Dollars (\$ 11,100.00), 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 967 feet South and 1265.84 feet West of the center of Section No. Thirty-six (36), Township No. Twelve (12), South, Range No. Nineteen (19), East; thence West 87.5 feet; thence North 145 feet; thence East 87.5 feet; thence South 145 feet to point of beginning, being known as the West 60 feet of Lot No. Fourteen (14) and the East 27.5 feet of Lot Number Thirteen (13), Block No. Five (5), in West Hills, an Addition to the City of Lawrence, in Douglas County, Kansas

The mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they 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, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, 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 warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.