

FHA Form No. 2128-B
(For use under Sections 203-205)
(Effective July 1947)

42331 BOOK 99

42990

MORTGAGE

THIS INDENTURE, Made this 27th day of November 1950, by and between
Richard B. Garrett and Helen M. Garrett, his wife
of Lawrence, Kansas, Mortgagor, and
The Lawrence National Bank, Lawrence, Kansas,
a corporation organized and existing
under the laws of United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of
SIX THOUSAND & no/100 * * * Dollars (\$ 6,000.00), 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:

The North 50 feet of Lot No. Four (4)
in Block No. Seven (7) in that part of
the City of Lawrence known as South
Lawrence.

This mortgage is being re-recorded to include the following:

"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."

Dated FEB 24 1951

Approved:

Richard B. Garrett
Mortgagor
Helen M. Garrett
Co-Mortgagor

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto 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 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 warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.