

FHA Form No. 3129a
(For use under Sections 203-208)
(Effective July 1967)

44034 BOOK 100

MORTGAGE

THIS INDENTURE, Made this 3rd day of July, 1951, by and between
Arthur D. Browning and Kathryn L. Browning, his 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 Mortgagor, for and in consideration of the sum of Fifty Four Hundred
and no/100 ----- Dollars (\$ 5400.00), 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 Numbered One Hundred Ninety-One (191) on the West side of New York
Street, in the Elms, an addition to 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 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 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.