

44415 BOOK 100

FHA Form No. 1122-a
(Rev. March 1951)**MORTGAGE**

THIS INDENTURE, Made this first day of September, 1951, by and between Forrest D. Brown and Alice I. Brown, husband and wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Ten Thousand Nine Hundred and no/100 ----- Dollars (\$ 10,900.00), 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 State of Kansas, to wit:

Beginning at a point which is 15.2 feet east and 30 feet South of a point 1176 feet East of the Northwest corner of Section 1, Township 13 South, Range 19 East, in Douglas County, Kansas; thence in a Southwesterly direction on a curve with a radius of 1567 feet, a distance of 103.6 feet more or less to an iron pin; thence in a Southeasterly direction 135.17 feet to an iron pin; thence in a direction North 8 degrees 57 minutes East, a distance of 139.4 feet to an iron pin and thence West 100 feet to the point of beginning, all located in the portion of the Northwest Quarter of Section 1, Township 13 South, Range 19 East and known as Lot 55 in Grandview-Clarkson Place, an addition adjacent 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, hereditaments and appurtenances therunto 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.