44959 BOOK 101

MORTGAGE

22nd . day of October , 19.51, by and between THIS INDENTURE, Made this Nelson M. LeSuer and Bess C. LeSuer, his wife, . .

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:

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WITNESSETH, That the Mortgagor, for and in consideration of the sum of Seven Thousand and no/100 - - - -State of Kansas, to wit:

The West Twenty-five (25) feet of Lot Numbered Six (6) and the East Twenty-five (25) feet of Lot Numbered Seven (7), all in Block Nine (9) in Oread 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 under-taking, 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 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 state, of the or any pipes or fixing therein for the purpose of heating, lighting, or as part of the plambing 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 ar 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 Mortgages 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 whomscover.