

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at the rate set forth in the note secured hereby from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

10. 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.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) has hereunto set its hand(s) and seal(s) the day and year first above written.

Attest: Raymond F. Rice [SEAL] LAWRENCE HOUSING, INC. [SEAL]  
Secretary [SEAL] William H. Green President [SEAL]

STATE OF KANSAS  
COUNTY OF DOUGLAS, ss

BE IT REMEMBERED, That on this 13th day of October, A. D., 1951, before me the undersigned, a Notary Public in and for the County and State aforesaid, came M. Conrad McGrew, President of Lawrence Housing, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Raymond F. Rice, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above mentioned.

Marjorie E. Scott  
Notary Public  
My commission expires July 27, 1955

Recorded October 15, 1951 at 9:00 A. M.

Harold A. Beck Register of Deeds

Reg. No. 8433  
Fee Paid \$24.00

44786 BOOK 101

## MORTGAGE

THIS INDENTURE, Made this 11th day of October, 1951, by and between  
LAWRENCE HOUSING, INC.

of State of Kansas, Mortgagor, and  
THE PRUDENTIAL INVESTMENT COMPANY  
under the laws of State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand Six Hundred Fifty and no/100 - - - Dollars (\$ 9,650.00 ), 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 Four (4) and the West Twenty (20) feet of Lot Three (3) and the West Twenty (20) feet of the South One-half of Lot Two (2), all in Block Five (5), Park Hill Addition to the City of Lawrence, Douglas County, Kansas, as shown by Sheet Two of Plat of said Addition recorded in the Office of the Register of Deeds of Douglas County, Kansas, September 19, 1951, subject to reservations, restrictions and easements of record.

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 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.

This mortgage is given to secure the payment of the principal sum of Nine Thousand Six Hundred Fifty and no/100 - - - Dollars (\$ 9,650.00 ), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-quarter per centum ( 4 1/4 %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Prudential Investment Company in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifty-nine and 83/100 - - - Dollars (\$ 59.83 ), commencing on the first day of January, 1952, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1971.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however*, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further* that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums: