

**86939** BOOK 136

Conley Neal and Oma Neal, husband and wife, of 939 Fir, Eudora, Douglas, Kansas (herein called "Mortgagors") Mortgage and Warrant to MADWAY MAIN LINE HOMES INC., a Pennsylvania corporation, of 315 East Lancaster Avenue, Wayne, Pennsylvania (herein called "Mortgagee"). All that certain real estate situate in Eudora, Douglas County, Kansas, in deed book 223, page 355, together with the buildings and improvements thereon erected and to be erected and the appurtenances and fixtures now or hereafter placed thereon. Mortgagee is authorized to type in or otherwise insert a legal description of said premises in the following space if Mortgagee deems the same necessary:

The following described Real Estate, situated in the County of Douglas, State of Kansas, to-wit:

Lots fifteen (15), Sixteen (16), Seventeen (17) and Eighteen (18), in Block Forty-one (41), in the City of Eudora, Douglas County, Kansas

This mortgage is given to secure the payment of the principal sum of Twenty eight thousand six hundred ninety seven dollars and no cents Dollars (\$ 28,697.00) as evidenced by a note of even date herewith payable to the order of Mortgagee and providing for the payment of said debt in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference.

Mortgagors further agree, for the protection of the rights of Mortgagee, or its assigns, as follows:

(1.) To pay, as soon as due, all taxes, assessments and encumbrances, which may be, or appear to be, liens against the property, and to pay and settle promptly, or cause to be removed by suit or otherwise, all adverse claims against said property, and that in case said taxes, assessments or encumbrances so agreed to be paid by Mortgagors be not so paid, that then Mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to Mortgagor pay such taxes, assessments or encumbrances, and all sums expended by Mortgagee in doing any or all of the things authorized in this mortgage shall be secured by the mortgage, with interest thereon at the highest lawful rate.

(2) To the extent permitted by law: (a) Mortgagee may maintain policies of Life, Health and Accident insurance upon Mortgagors, or either or any of them, in Mortgagee's favor for the purpose of securing the said debt, and Mortgagors agree to pay to Mortgagee the amount of the premiums upon such policies of insurance at such times as Mortgagee may direct, (b) in the event any installment on account of said debt or said insurance premiums is not paid within ten days after due date, Mortgagors shall pay to Mortgagee a late charge of five per cent of the delinquent amount or \$2.50 whichever is less, simultaneously with the payment of such amount to cover extra expenses in handling delinquent payments.