

MORTGAGE

89822 BOOK 139

of 1527 Cadet, Lawrence, Douglas, Kansas

Clarence H. Rogers and Carole J. Rogers, husband and wife
(herein called "Mortgagors") Mortgage and Warrant to MIDWAY MAIN LINE HOMES
INC., a Pennsylvania corporation, of 315 East Lancaster Avenue, Wayne, Pennsyl-
vania (herein called "Mortgagee"). All that certain real estate situate in

Douglas County, Kansas, in deed
book 234, page 552, 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:

Lot sixteen (16) in Martin Subdivision, which lies within the following
tract of land; Beginning at the Southwest corner of the Southwest Quarter
of Section 22, Township 12 South, Range 19 East of the Sixth Principal
Meridian; thence running East on the South boundary of said Quarter Section
24.52 chains to a stake in the center of road bearing North and West;
thence in the center of said road as traveled and worked North 18⁴⁰
West 6.55 chains; thence North 36⁰⁰ West 6.06 chains; thence North 26¹⁰
West 3.03 chains; thence North 49³⁰ West 7.57 chains; thence North 43¹⁰
West 6.82 chains; thence North 21¹⁰ West 3.03 chains; thence North 39¹⁰
West 3.03 chains; thence North 51³⁰ West 5.22 chains to the West
boundary of the Quarter Section; thence South on the Quarter Section line
33 chains to the place of beginning, containing 45.22 acres, all in
Douglas County, Kansas.

This mortgage is given to secure the payment of the principal sum of
Thirty eight thousand seven hundred sixty two dollars and twenty eight cent
Dollars (\$38,762.28) as evidenced by a note of
even date herewith payable to the order of Mortgagee and providing for the pay-
ment of said debt in the manner and at the times therein set forth, and contain-
ing certain other terms and conditions, all of which are specifically incor-
porated herein by reference.

Mortgagors further agree, for the protection of the rights of Mortg-
agee, 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, simulta-
neously with the payment of such amount to cover extra expenses in handling
delinquent payments.

For Assignment See Book 142 Page 433