

REAL ESTATE MORTGAGE (TO CORPORATION)

32042
C-394-2 T.W.

BOOK 92

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 11th day of April in the year of our Lord one thousand nine hundred forty-seven between Philip D. Karnowski, a single man

in the County of Wabaunsee and State of Kansas, of the first part, and
The St. Marys State Bank

WITNESSETH, That the said part Y of the first part, in consideration of the sum of (\$3500.00) Thirty-five hundred and no /100 ----- DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and mortgage to the said part Y of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The South East Quarter of the South East Quarter of Section Twelve (12), Township Thirteen (13) Range Twenty (20), except that portion of the above described 40 acre tract of land which lies North West of the Wakarusa Creek which tract contains 3 1/2 acres; also all that tract of land lying East and South of the Wakarusa River in the North East Quarter of the Southeast Quarter of Section Twelve (12), Township Thirteen (13), Range Twenty (20); also all that tract of land lying East of the Wakarusa River in the Southwest Quarter of the Southeast Quarter of Section Twelve (12) Township Thirteen (13), Range Twenty (20) containing 6 acres more or less. Also commencing at the Northeast corner of the Northeast Quarter of Section Thirteen (13), Township Thirteen (13) Range Twenty (20), thence South on the Section line to the middle of "Little Wakarusa Creek" thence down Westerly with its meanderings in the center thereof to the Wakarusa River, thence down said stream to the North line of said Section, thence East on said Section line to the starting point containing 1 1/2 acres more or less, in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable. And the said part Y of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty-five hundred and no/100 ----- DOLLARS, according to the terms of 1 certain promissory note this day executed by the said part Y of the first part to the said part Y of the second part, said note being given for the sum of (\$3500.00) Thirty-five hundred and no/100 ----- DOLLARS, dated April 11, 1947 due and payable 5 years after date with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note, and as is herein specified. And the said part Y of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Two Thousand and no/100 ----- DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part Y of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs, thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--appraisal hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said part Y of the first part, his heirs or assigns.

IN TESTIMONY WHEREOF, The said part Y of the first part ha hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Philip D. Karnowski (Seal.)
(Seal.)

State of Kansas, Pottawatomie

County, ss.

BE IT REMEMBERED, That on this 11th day of April before me, the undersigned, a Notary Public

in and for the County and State aforesaid, came Philip D. Karnowski a single man

to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

(SEAL)

Notary Public

(My commission expires August 12, 1947)