

time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment shall be applied; first, to the payment, or matured installments; and second, the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

If any of the payments in the above described note be not paid when due or if part(y-ies) of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall willfully or be neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(s-ve) the privilege of paying any number of installment payments, or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hands and seals of the part(y-ies) of the first part the day and year first above written.

State of Kansas, )  
County of Douglas, ) ss.

E. D. Pence,  
Vida L. Pence,

Be it remembered, that on this 8<sup>th</sup> day of April A.D. 1922, before the undersigned, a Notary Public within and for the County and State aforesaid, came E. D. Pence & Vida L. Pence, his wife to me personally known to be the same person(s) who executed the foregoing instrument, and duly acknowledged execution of the same.

In witness whereof, I have hereunto set my hand and official seal, the day and year last above written.

My commission expires July 22, 1925. (L.S.) Notary Public.  
Recorded April 11, 1922,  
At 11:10 o'clock A.M.

*Estlin Northrup*,  
Register of Deeds,  
*Bernie Buckner*,  
Deputy.

#### RELEASE FROM MORTGAGE OF A PORTION OF PROPERTY.

Know all men by these presents, that the Farmers State & Savings Bank of Lawrence in the County of Douglas, State of Kansas, the mortgagee in the certain mortgage deed hereinafter described, do hereby certify that, the said mortgage, which is dated the 28th day of February, 1921, made and executed by Frank Stutesman and Elvora Stutesman and John Carlson as parties of the first part, to the Farmers State and Savings Bank, as party of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 61 of Mortgages, at page 401, of the records of said office, is, as to so much of the property therein described, to wit:

Lot number Ninety-nine (99) on Kentucky Street, City of Lawrence Douglas County, Kansas.  
fully paid, satisfied, released and discharged. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage of the land above described.  
Witness my hand this 11th day of April 1922.

Farmers State & Savings Bank,  
Geo. L. Kreeck, President.  
R. M. Young, Cashier.  
State of Kansas, ) (Corp. Seal)  
County of Douglas, 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, Geo. L. Kreeck, President and R. M. Young, Cashier of The Farmers State & Savings Bank of Lawrence, a corporation, who are personally known to me to be the same persons who executed the foregoing instrument or acting as officers of said corporation, and such persons acknowledged the execution of the same as officers of said corporation and acknowledged the same to be the act of said corporation.  
In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My commission expires Oct. 18, 1924. (L.S.) I. C. Stevenson,  
Notary Public.  
Recorded Apr. 12, 1922,  
At 9:40 o'clock A.M.

*Estlin Northrup*,  
Register of Deeds,  
*Bernie Buckner*,  
Deputy.