

## DOUGLAS COUNTY

of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

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 leases of any kind now existing or that may hereafter be executed or come into existence, covering the land described therein, or any portion thereof, with authority to collect the same, and the undersigned hereby agree to execute, acknowledged 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.

In testimony Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Claude E. Terrell  
Lillian M. Terrell

STATE OF KANSAS  
SHAWNEE COUNTY, SS:

Be it remembered, that on this 6th day of August, A. D. 1946, before me the undersigned, a notary public in and for the County and State aforesaid, came Claude E. Terrell and Lillian M. Terrell, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons 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) My commission expires Jan. 17, 1950 A. K. Reynolds Notary Public

Recorded on August 16, 1946 at 11:40 A.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 19485

## PARTIAL RELEASE OF MORTGAGE

For Value received, the Douglas County Building and Loan Association, a Corporation, hereby releases from the operation of the Mortgage dated March 23, 1946, executed by Cecil L. Davis and his wife, Julia M. Davis, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 90, of Mortgages at Page 372 thereof, the tract of land located in Douglas County, Kansas and described as follows, to-wit:

Lot No. One Hundred Ninety Two (192) "The Elms", an addition to the City of Lawrence, in Douglas County, Kansas.

Said Mortgage to remain in full force and effect as to the remainder of the property therein described. Dated at Lawrence, Kansas, August 19, 1946.

(CORPORATE SEAL)

The Douglas County Building and Loan Association  
By Pearl Emick  
Secretary

State of Kansas  
Douglas County, SS:

Be it Remembered that on the 19th day of August 1946, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Pearl Emick, Secretary of The Douglas County Building and Loan Association, a Corporation, and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said Corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My commission expires: May 5, 1948 Ruth V. Myers Notary Public

Recorded August 20, 1946 at 8:51 A.M.

*Harold A. Beck*

Register of Deeds