

MORTGAGE RECORD 80

Receiving No. 1019

Reg. No. 229 /
Fee Paid, \$ 2.50

Receiving No.

FROM
James O'Sullivan and Nellie G. O'Sullivan, his wife
TO
The Richland State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 24 day of August A. D. 1935 at 1:25 o'clock P. M.
Nard P. Beck
Register of Deeds.
Deputy.

By _____

THIS INDENTURE, Made this 21st day of August, in the year of our Lord, one thousand nine hundred and thirty-five between James O'Sullivan and Nellie G. O'Sullivan, his wife,
of Overbrook in the County of Osage and State of Kansas
part 188 of the first part, and The Richland State Bank part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and No/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North One-half (NE $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Fourteen (14) Township Fourteen (14) Range Seventeen (17)

with the appurtenances and all the estate, title and interest of the said part 188 of the first part therein.
And the said part 188 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above named, and shall of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

And that they will warrant and defend the same against all parties making lawful claim therein.
It is agreed between the parties hereto that the part 188 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed upon said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loan, if any, made payable to the part Y of the second part to the extent of its interest. And in the event the said part 188 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment and fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One Thousand and No/100 - - - - - DOLLARS according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 21st day of August 1935 and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 188 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, the buildings on said real estate are not kept in good repair as they are now, or if waste is committed on said premises, shall immediately mature and become due and payable at the option of the holder hereof, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing herefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 188.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to and be obligatory upon the heirs, executors, administrators, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 188 of the first part have hereunto set their hand and seals the day and year last above written.

James O'Sullivan (SEAL)
Nellie G. O'Sullivan (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 21st day of August A. D. 1935, before me, a Notary Public in the aforesaid County and State, came James O'Sullivan and Nellie G. O'Sullivan, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.
My commission expires on the 28th day of October 1936.
Forrest A. Jackson Notary Public.

RELEASE
I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 1 day of April 1938
attest Roland McIlwain (corp seal) by C. H. Reynolds Cashier, Richland State Bank, Mortgage Owner.

This mortgage was written on the original mortgage entered this day of April 1938
Nard P. Beck
Register of Deeds
Deputy

James O'Sullivan

The

THIS INDENTURE
hundred and thirtyof Overbrook
part 188 of the first partWITNESSETH, T
Two Thousand Tw
which is hereby acknowl
following described real esThe
Range

with the appurtenances and
And the said part 188 of
of a good and indefeasible estate

and that they will warrant and de
It is agreed between the pe
said real estate when the same be
as shall be specified and directe
mid part 188 of the first part sh
mid taxes and insurance, or either
fully repaid.

THIS GRANT is intended
Two Thousand Tw
according to the terms of ONE
and by its terms ma
money advanced by the said part
shall fail to pay the same as provi
And this conveyance shall
or any obligation created thereby,
the buildings on said real estate are
and all of the obligations provided

without notice, and it shall be law
therein in the manner provided by
prescribed by law and out of all m
and all of the obligations provided
there be, shall be paid by the part
It is agreed by the parties
and be obligatory upon the heirs.

IN WITNESS WHE
written.

STATE OF Kan
COUNTY OF Do

(SEAL)

I, the undersigned ow
to enter the discharge of this
attest Roland McIlwain
Secretary