

## MORTGAGE

THIS INDENTURE, Made this 18th, day of October A.D. 1937 between James O'Sullivan and Nellie G. O'Sullivan, his wife, of Osage County, in the State of Kansas, of the first part and The Richland State Bank, of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Four thousand two hundred seventy nine and 86/100 - DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas to wit:

The South-east Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11), Township Fourteen (14), Range Seventeen (17), and the North One-half (NE $\frac{1}{2}$ ) of the North-east Quarter (NE $\frac{1}{4}$ ), of Section Fourteen (14), Township Fourteen (14), Range Seventeen (17).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said James O'Sullivan and Nellie G. O'Sullivan, his wife, have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy:

\$4,279.86 Richland, Kansas, October 18th, 1937.  
On or before October 18th, 1942, after date, I, we, or either of us, promise to pay The Richland State Bank, or order, Four Thousand Two Hundred Seventy Nine and 86/100--DOLLARS, at THE RICHLAND STATE BANK, Richland, Kansas, for value received, with interest at six per cent per annum from date until paid. Interest payable annually, privilege of paying \$100.00 or any multiple thereof at any time,

Postoffice  
No.

COPY

James O'Sullivan  
Nellie G. O'Sullivan

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

James O'Sullivan  
Nellie G. O'Sullivan

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 9th day of November A.D. 1937, before me, the undersigned, a Notary-Public in and for the County and State aforesaid, came James O'Sullivan and Nellie G. O'Sullivan, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

(SEAL) Term expires Feb, 23rd, 1941

Roland McDowell  
Notary Public.

Recorded November 12, 1937 at 1:45 P.M.

*Harold A. B. B.* Register of Deeds.

## MORTGAGE

THIS INDENTURE, Made this 9th, day of November in the year of our Lord one thousand nine hundred thirty-seven between Margaret E. Wymer, Widow in the County of Douglas and State of Kansas, of the first part, and D. R. Myers of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One Hundred Ten and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, her heirs 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:

Beginning at the North One-eighth (1/8) corner stone on the line between the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fourteen (14) and the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirteen (13), Township Twelve (12) South of Range Seventeen (17) East of the Sixth Principal Meridian; thence North 89°22' West 137.5 feet to a stone; thence North 3°50' East 245 feet to a stone; thence South 85°38' East 128.5 feet to a stone; thence North on section line 322.6 feet to a cross in the center of slab (U.S. 40); thence South 74°22' East (on center of slab) 20.7 feet; thence South 222 feet; thence East 144.82 feet; thence North 4°52' East 177.3 feet to center of slab; thence South 74°22' East 1095.4 feet along center of slab to a cross; thence South 0°08' West 1459.7 feet to a stone on the South line of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirteen (13); thence North 88°59' West 577.5 feet to a stone on the South line of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 13; thence North 0°08' East 1323.75 feet to a stake on the South line of the North  $\frac{1}{2}$  of the said Northwest Quarter (NW $\frac{1}{4}$ ), Section 13; thence North 88°52' West 650 feet to point of beginning, containing 24.97 acres, in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof she 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, except a mortgage of \$550.00 of record, and that she 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 One Hundred Ten and no/100 DOLLARS; according to the terms of her certain promissory note this day executed by the said party of the first part to the said party of the second part: said note being given for the sum of One Hundred Ten and no/100 DOLLARS, dated November 9,

This Release  
with original  
MORTGAGE  
entered  
this 9th day of  
November 1937  
at 1:45 P.M.  
at Douglas County,  
Kansas.  
Roland McDowell  
Notary Public.  
My Comm. Expires  
Feb. 23, 1941

Reg. No. 1289  
Fee Paid \$0.25

44794-86  
James O'Sullivan & Nellie G. O'Sullivan, by *Harold A. B. B.* Register of Deeds,  
County of Douglas, State of Kansas, for the sum of Four thousand two hundred  
seventy nine and 86/100 - DOLLARS, to the said parties of the second part, their heirs and assigns,  
all the following described Real Estate, situated in Douglas County, and State of Kansas to wit:  
The South-east Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11), Township Fourteen (14), Range  
Seventeen (17), and the North One-half (NE $\frac{1}{2}$ ) of the North-east Quarter (NE $\frac{1}{4}$ ), of  
Section Fourteen (14), Township Fourteen (14), Range Seventeen (17).  
Attest: *Harold A. B. B.* Register of Deeds.  
By *James O'Sullivan* and *Nellie G. O'Sullivan*, his wife.