

This Indenture, Made this 21st day of May 1906, between J.W. Spurgeon and of Douglas County, in the State of Kansas of the first part, and Baldwin State Bank of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of \$ Forty five hundred & AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

Lot Number Seventy one (71) and the East half of Lot Seventy three (73), on Grove Street Baldwin City.

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 expressed condition, that whereas said

J.W. Spurgeon and ha<sup>ve</sup> this day executed and delivered one certain promissory note in writing to said part y of the second part, of which the following is a copy: May 21, 1906. On and before five years after date we promise to pay to the order of Baldwin State Bank at the Baldwin State Bank, Baldwin Kansas. Forty-five hundred dollars (\$4500.) for value received with interest at the rate of 8% per annum from date payable annually. \$100. per month shall be paid on this note during the months of September, October, November, December, January, February, March, April, May, of each year. The privilege is hereby granted to pay \$100. or more at any time in addition to the required payments. Failure to make the payments as required, see below

Now, If said part ies of the first part shall pay or cause to be paid to said part y of the second part, its successors 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, and by these presents become due and payable, and said part y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part ies of the first part ha<sup>ve</sup> hereunto set their hand 3 the day and year first above written.

Joseph W. Spurgeon  
Mrs R. E. Spurgeon,

STATE OF KANSAS, } SS:  
Douglas County,

Be it Remembered, That on this 21 day of May 1906, before me the undersigned, a W.M. Clark a Notary Public in and for the County and State aforesaid, came Joseph W. Spurgeon and R.E. Spurgeon his wife.

who to me personally known to me to be the same person 3 who executed the within instrument of writing, and such person person duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand, and affixed my official Seal, the day and year last above written.

W.M. Clark, Notary Public.  
Recorded July 30 1906, at 7 12 o'clock P. M. Term expires May 15 1907.  
A.W. Armstrong, Register of Deeds.

Shall render the entire amount due and payable. This note is given to secure the actual loan of \$4500. and is secured by a mortgage covering Lot 71 and the East half of Lot 73. Grove Street Baldwin City Kansas.

*The following is indorsed on the original instrument:*  
\$4500. to Baldwin City, 10/28, 1908. Receiver of J.W. Spurgeon and R.E. Spurgeon, the heirs of Forty-five hundred dollars in full satisfaction of the within mortgage.

Baldwin State Bank.  
Wm. Clark, Clerk.  
A.W. Armstrong, Pres.  
Recorded Oct 26 - 1908.  
A.W. Armstrong,  
Register of Deeds.