

This Indenture, Made this 23 day of Oct 1906, A. D. 189, between J. W. Spurgeon and R. E. Spurgeon his wife of Douglas County, in the State of Kansas of the first part, and The Baldwin 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 Two Thousand AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party 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:-

Lots Seventy one, Seventy three, and Seventy five on Grove Street, Baldwin City Kansas,
Subject to mortgages, one of one thousand Dollars, dated May 1-1905, and one of Forty five hundred Dollars dated May 21/06, Both in favor of the Baldwin State Bank.

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 R. E. Spurgeon have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy: Baldwin, Kans. Oct 23/1906. On or before three years after date we promise to pay to the order of the Baldwin State Bank at the Baldwin State Bank, Baldwin, Kansas Two Thousand Dollars for value received, with interest at the rate of 8% per annum from date payable Annually. Privilege granted to pay \$1000 or more at any time.

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

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

J. W. Spurgeon
R. E. Spurgeon

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 23 day of October 1906, A. D. 189, before me the undersigned a Notary Public in and for the County and State aforesaid, came J. W. Spurgeon and R. E. Spurgeon his wife

who to me personally known to me to be the same persons who executed the within instrument of writing, and such 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.

L.S.

W.M. Clark, Notary Public.

Recorded June 12 1907, A. D. 189, at 2 1/2 o'clock P. M.

A.W. Armstrong, Register of Deeds.

The full owing is indorsed on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged.
As Witness my hand this 23 day of Oct. 1906,
The Baldwin State Bank.
Wm. Clark, Cashier
W.D. Butler, Pres.

Recorded Oct 26 1908
A.W. Armstrong
Register of Deeds.