

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 16 day of October in the year of our Lord one thousand eight hundred and eight, between Wm. Spurgeon and Rachel E. Spurgeon of Baldwin in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part his 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:

Lot Seventy One and the East half of Lot Twenty Three (Lot 71 & E¹ Lot 73) On Grove Street Baldwin City, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Wm. Spurgeon & Rachel E. Spurgeon do hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty four hundred Dollars according to the terms of one certain note this day executed and delivered by the said Wm. Spurgeon & Rachel E. Spurgeon to the said part 2d of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2d of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Wm. Spurgeon his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Wm. Spurgeon [SEAL]
Rachel E. Spurgeon [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11 day of Oct. A. D. 1908, before me, W. M. Clark a Notary Public in and for said County and State, came Wm. Spurgeon and Rachel E. Spurgeon hus and wife to me personally known to be the same persons 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 May 15 1911 W. M. Clark Notary Public.

Filed for Record the 26 day of Oct. A. D. 1908 at 8⁰⁰ o'clock A. M.

W. Armstrong Register of Deeds.
By Elmer C. Armstrong Deputy.

For value see Book 45 Page 440

One dollar is printed on each of these forms. The said herein described having been paid in full, this mortgage is hereby released and the fees thereby created discharged. As witness my hand this 16 day of Oct. A. D. 1908. Recorded Jan 14