

# MORTGAGE RECORD No. 45.

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

This mortgage is being recorded in full, the mortgage is hereby released and the same is hereby created and charged. As witness my hand this 19th day of October, A. D. 1905.

Recorded Jan 14 1906

Baldwin State Bank  
 and State of Kansas  
 W. M. Clark  
 Register of Deeds

This Indenture, Made this 19 day of October in the year of our Lord one thousand eight hundred and eight, between J. W. Spurgeon and Rachel E. Spurgeon his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

The Baldwin State Bank. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve 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 party of the second part its successors 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:

The West half of Lot Seventy Three (73) and All of Lot Seventy five (75) on Grove Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said J. W. Spurgeon & Rachel E. Spurgeon do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Twelve hundred dollars according to the terms of one certain note this day executed and delivered by the said J. W. Spurgeon & Rachel E. Spurgeon to the said party of the second part payable three years after date with 7% interest payable annually.

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 party of the second part, its successors, 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 party making such sale, on demand, to said J. W. Spurgeon his heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. W. Spurgeon [SEAL]  
Rachel E. Spurgeon [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of Oct. A. D. 1905, before me,

W. M. Clark a Notary Public in and for said County and State, came J. W. Spurgeon and Rachel E. Spurgeon 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 May 15, 1911 W. M. Clark Notary Public.

Filed for Record the 26 day of Oct. A. D. 1905 at 8 o'clock A. M.

W. M. Clark Register of Deeds.  
Chas. E. Armstrong Deputy.