

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 31st day of Dec in the year of our Lord nineteen
hundred Eight, between J.W. Spurgeon and Rachel
E. Spurgeon 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

One Thousand

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 ^{successors} here 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 (71), Seventy Three (73) Seventy
Five (75) on Grove Street Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

J.W. Spurgeon and 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 except first Mtg of \$2500 on

East half; a first Mtg of \$1200 on West half; and a second

mortgage of \$2000 on all of the above This Grant is intended as a Mortgage to secure the payment of the sum of

One Thousand

according to the terms of one certain note this day executed

and delivered by the said J.W. Spurgeon to the said party of the second part

payable in one year with 5% interest

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, ^{successors} 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

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]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 31 day of Dec 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 10 1911

W.M. Clark

Notary Public.

Filed for Record the 30th day of July A. D. 1909, at 9th o'clock A. M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 30th day of July, 1909, at 9 o'clock A.M. The original instrument is hereby acknowledged as being the original instrument.

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