

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 2<sup>d</sup> day of August in the year of our Lord  nineteen  
hundred Nine, between J. W. Spurgeon and R. E. Spurgeon  
of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and

J. M. Mott

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

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 party 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:

The West Thirty feet (30) of Lots forty-one (41), Forty-two (42) Forty-three (43) and Forty-four (44) on Eight Street, Baldwin City Kansas

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 & R. 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

Four Hundred Dollars

according to the terms of one certain note this day executed and delivered by the said J. W. Spurgeon & R. E. Spurgeon to the said parties of the second part due in three years with 6% 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, 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 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

J. W. Spurgeon

[SEAL]

R. E. Spurgeon

[SEAL]

J. M. Mott

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of Aug A. D. 1909, before me,

W. M. Clark

a Notary Public in and for said County and State, came

J. W. Spurgeon and R. E. Spurgeon, his

wife 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 4th day of August A. D. 1909, at 9<sup>21</sup> o'clock a. M.

Floyd L. Lawrence

Register of Deeds.

Deputy.

The following is extracted from the original instrument: This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2<sup>d</sup> day of August, A. D. 1909.

Recorded Nov 14 1911  
 Floyd L. Lawrence  
 Register of Deeds.

The following is extracted from the original instrument: This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2<sup>d</sup> day of August, A. D. 1909.