

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 1st day of October in the year of our Lord nineteen
hundred and ten, between J. H. 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 Baldwin Kansas 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 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) & 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 parties of the first part therein. And the said
J. H. Spurgeon and Rachel E. Spurgeon do hereby covenant and agree that
 at the delivery hereof they the lawful owner of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances except a first mortgage of \$1200.00
to the same grantee dated Oct 19-1908

This Grant is intended as a Mortgage to secure the payment of the sum of
One Thousand Dollars
 according to the terms of one certain note this day executed
 and delivered by the said J. H. Spurgeon and Rachel E. Spurgeon to the said party of the second part
due in one year with 8% 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, 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. H. Spurgeon his
 heirs and assigns.

IN WITNESS WHEREOF, The said party 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. H. Spurgeon [SEAL]
R. E. Spurgeon [SEAL]
 [SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of Oct A. D. 1910, before me,

W. M. Clark

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

J. H. Spurgeon and R. E. Spurgeon his wife

to me personally known to be the same
 person s 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 3rd day of Oct. A. D. 1910, at 10 o'clock A. M.

Register of Deeds.

Deputy.

The state herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 20th day of October A. D. 1910.

Baldwin State Bank
 200 Central Ave.
 Baldwin, Mo.

W. M. Clark
 Notary Public

Recorded Jan 14 1913

May 14 1913

Register of Deeds.

Recorded March 24 1913

APR 2 1910