

MORTGAGE RECORD No. 49.

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

This instrument is returned to the original instrument
 The note herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this _____ day of May, A. D. 1912

May 4 1912
 J. E. Duff
 Joseph H. Duff
 Virginia Duff

This Indenture, Made this Third day of May in the year of our Lord nineteen
hundred and twelve, between Rachel E. Spurgeon & Joseph H. Spurgeon, her husband
James Edwin Duff & Virginia Duff his wife & his wife's Adm'r & his Adm'r's of Palmyra Township in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Fifteen 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 North half ($\frac{1}{2}$) of the north-east quarter ($\frac{1}{4}$) of Section Seventeen (17) in Town-
 ship Fourteen (14) of Range Twenty (20) in said County and State,

The mortgagors agree to keep the buildings on premises insured against fire, light-
 ning and windstorms to the extent of their insurable value in a company or companies
 approved of by this mortgagee with mortgage clause making loss payable to said mort-
 gagee or his assigns, as his interest may appear, and failing to do so holder of
 mortgage may have same insured and the cost of so doing added to the mortgage to draw
 interest until paid at 10%

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

according to the terms of one certain Note this day executed
 and delivered by the said Parties of the first part to the said party of the second part
payable five years after date with interest thereon according
to the terms of said note and coupons thereto attached.

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 Parties of the first part, their
 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

Jennie Nath

Rachel E. Spurgeon (Seal)
Joseph H. Spurgeon (Seal)
James Edwin Duff (Seal)
Virginia Duff (Seal)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED That on this 3rd day of May A. D. 1912, before me,
Jennie Nath a Notary Public in and for said County and State, came
Rachel E. Spurgeon & Joseph H. Spurgeon, her husband, James Edwin
Duff & Virginia Duff, his 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 30 March 1916

Jennie Nath Notary Public.

Filed for Record the 4 day of May A. D. 1912, at 11⁵⁵ o'clock A M.

Gloyd L. Lawrence Register of Deeds,
Deputy.

Recorded May 5 1912