

MORTGAGE RECORD No. 49.

615

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

This Indenture, Made this 19 day of December in the year of our Lord nineteen
hundred and twelve, between J. H. Spurgeon and Rachel
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 part 1st of the first part, in consideration of the sum of
Twenty four hundred fifty 00 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 part 2d 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 Thirty feet of Lots numbered Forty One (41)
Forty Two (42) Forty three (43) and Forty Four (44) on
High Street, Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 a first mortgage of \$600

This Grant is intended as a Mortgage to secure the payment of the sum of
Twenty four hundred fifty 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 part 2d 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 part 2d of the second part, its successors 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 part 2d making such sale, on demand, to said J. H. Spurgeon and Rachel E. Spurgeon their
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

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

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 20 day of Dec A. D. 1912, before me,

W. M. Clark Notary Public in and for said County and State, came
J. H. 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 1915

W. M. Clark Notary Public.

Filed for Record the 14 day of Jan A. D. 1914, at 1:23 o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This Indenture is returned as its official instrument.
The mode herein described having been complied with, and the
same being correct and legal, as witness my hand and seal this
19th day of December, A. D. 1912.
Floyd L. Lawrence
(Not. Pub.)
Notary Public

Recorded
Mch 21 1914
Floyd L. Lawrence
(Not. Pub.)
Notary Public