

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 19 day of December in the year of our Lord nineteen hundred twelve, between J. M. 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 Baldwin, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Twenty One 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 part 2d of the second part the 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 half of Lot Seventy Three (73) and All of Lot Seventy five (75) on Grove Street, Baldwin City, County and State aforesaid

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. M. Spurgeon and Rachel E. Spurgeon do hereby covenant and agree that at the delivery hereof they are 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

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty One hundred dollars according to the terms of one certain note this day executed and delivered by the said J. M. Spurgeon and Rachel E. Spurgeon to the said part 2d of the second part due in three years with 7% interest payable semi 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 part 2d of the second part, the 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. M. Spurgeon and Rachel E. Spurgeon, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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. M. Spurgeon [SEAL]
Rachel E. Spurgeon [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 13 day of Jan A. D. 1913, before me, W. M. Clark a Notary Public in and for said County and State, came J. M. Spurgeon and Rachel 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 1915 W. M. Clark Notary Public.

Filed for Record the 14 day of Jan A. D. 1913, at 2 o'clock P M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
This note heretofore described has been paid in full, this 22nd day of September, A. D. 1913.
G. W. Clark and
The Baldwin State Bank

Recorded Sept 30 1913
Floyd L. Lawrence
Register of Deeds

The following is endorsed on the original instrument:
This note heretofore described has been paid in full, this 22nd day of September, A. D. 1913.
G. W. Clark and
The Baldwin State Bank

Recorded Dec 31 - 1913
Floyd L. Lawrence
Register of Deeds