

Mortgage Record No. 52.

This Indenture, Made this 6<sup>th</sup> day of June in the year of our Lord  
thirteen hundred thirteen, between J. H. Spurgeon of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and Rachel E. Spurgeon of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Thirteen hundred sixteen DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do es grant, bargain, sell  
and mortgage to the said part 2<sup>nd</sup> of the second part her 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:  
All of Lot Seventy five (75) and Lot Twenty Nine, less the East  
Twenty feet (20) all on Grove Street Baldwin City, Kansas  
And The West Thirty (30) feet of Lot Forty one (41) Forty Two (42); Forty Three (43)  
and Forty four (44) all on Eighth Street Baldwin City, Mo.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said

J. H. Spurgeon do he hereby covenant and agree that at the delivery hereof he is 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 \$2100 in favor of the Baldwin State Bank and a Mortgage  
of \$2500 in favor of Baldwin State Bank This Grant is intended as a Mortgage to secure the payment of the sum of  
Thirteen hundred sixteen Dollars  
according to the terms of One certain Note this day executed  
and delivered by the said J. H. Spurgeon to the said part 2<sup>nd</sup> of the second part  
due in five years with 6% 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 there-  
of, 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 2<sup>nd</sup> of the second part, her executors, adminis-  
trators 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 2<sup>nd</sup> making such sale, on demand, to said J. H. Spurgeon  
his heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set his hand... and seal... the day and  
year first above written.

Signed, Sealed and Delivered in presence of J. H. Spurgeon (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of June A. D. 1913, before me,  
W. M. Clark J. H. Spurgeon a Notary Public in and for said County and State, came  
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 11 day of June A. D. 1913, at 8<sup>42</sup> o'clock A. M.  
W. Lloyd Lawrence Register of Deeds.  
Deputy.

(For Partial Release see Book 57 Page 404)

Notary Public in and for the State of Kansas,  
My Comm. Expires May 15 1915  
W. M. Clark  
Notary Public.

Recorded Aug 2 1915  
W. Lloyd Lawrence  
Register of Deeds.  
W. L. Lloyd