

Mortgage Record No. 52.

This Indenture, Made this 11<sup>th</sup> day of June in the year of our Lord nineteen hundred and thirteen.

between Rachel E. Spurgeon and J. W. Spurgeon, her husband of Baldwin City, in the County of Douglas and State of Kansas, of the first part, and Mrs. E. W. Barker of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One hundred Eighty Nine 20/100 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 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:

Lot One hundred Eighty Seven (187), One hundred Eighty Nine (189) and One hundred Ninety One (191) on High Street Baldwin City, County, and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Rachel E. Spurgeon and J. W. 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 One hundred Eighty Nine Dollars according to the terms of One certain Note this day executed and delivered by the said Rachel E. Spurgeon and J. W. Spurgeon to the said party of the second part due in five year with 6% payable 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 party of the second part her 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Rachel E. Spurgeon and J. W. Spurgeon their heirs and assigns.

IN WITNESS WHEREOF, The said part 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 Rachel E. Spurgeon (SEAL) Joseph W. Spurgeon (SEAL)

STATE OF KANSAS, Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of June A. D. 1913, before me, W. M. Clark a Notary Public in and for said County and State, came Rachel E. Spurgeon and Joseph W. Spurgeon her husband 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 1<sup>st</sup> day of Nov. A. D. 1913, at 10<sup>21</sup> o'clock A. M. Floyd L. Lawrence Register of Deeds. B. Leo B. Wright Deputy.

Vertical text on the left margin: Recorded July 14<sup>th</sup> 1914, Estelle J. Judd, Register of Deeds. The following is endorsed on the original instrument: The same herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 14<sup>th</sup> day of July, 1914. Mrs. E. W. Barker, E. W. Barker.

Vertical text on the right margin: The following is endorsed on the original instrument: The same herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 14<sup>th</sup> day of July, 1914. Mrs. E. W. Barker, E. W. Barker. Recorded Nov. 18<sup>th</sup> 1913, Floyd L. Lawrence, Register of Deeds.