

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 17<sup>th</sup> day of October in the year of our Lord nineteen hundred and Seventeen, between J. H. Spurgeon and Rachel E. Spurgeon, his wife of Baldwin City in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH, That the said part 1st 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 ss 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 Half (21<sup>st</sup>) of Lot Forty Three (43) and Forty four (44) on Sixth Street, Baldwin City, Mo.

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 owner ss 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 \$400<sup>00</sup>

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 J. H. Spurgeon and Rachel E. Spurgeon to the said part 2d of the second part due in two years with Eight per cent 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 their successors, 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 1st 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 have ss hereunto set their hand ss 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 17 day of October A. D. 1917, before me, N. M. Clark a Notary Public in and for said County and State, came J. H. Spurgeon and Rachel E. Spurgeon, his wife to me personally known to be the same person ss 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 1919

N. M. Clark  
Notary Public.

Filed for Record the 14th day of November A. D. 1917, at 8<sup>00</sup> o'clock A. M.

E. Stille Northrup Register of Deeds.  
Ferne Flora Deputy.

This mortgage described herein having been paid in full, the same is hereby released and the mortgagor is hereby discharged. As witness my hand this 22<sup>nd</sup> day of October, A. D. 1917.  
 The Baldwin State Bank  
 Chas. E. Phelps, Cash.  
 Wm. C. Clark, Cash.  
 Recorded Oct. 25<sup>th</sup> 1917  
 E. Stille Northrup  
 Register of Deeds