

MORTGAGE RECORD NO. 58

PEOPLES STATE BANK

The following is endorsed on the original instrument.
The sum herein described having been paid in full, this mortgage is hereby
referred into the lien thereby created and charged.
As Witness my hand this 23 day of Feb 1924 A. D. 1924
Joseph H. Spurgeon
Rachel E. Spurgeon
Myself and

Recorded Feb. 25 1924
Paul E. Newman
Notary of Deeds

This Indenture, Made this 11 day of October in the year of our Lord
nintien hundred Twenty between Joseph H. Spurgeon and Rachel
E. Spurgeon 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 parties of the first part, in consideration of the sum of Six Thousand 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 of of the second part its successors 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 Lots Forty (40); Forty One (41); Forty Two (42); Forty Three (43);
and Forty Four (44) on Sixth Street Baldwin City, Lots Twenty
Seven (27), and Twenty eight (28) College Street Media Addition to
Baldwin City and Lot Eighty Two (82) on Chapel Street Baldwin
City

with all the appurtenances, and all the estate, title and interest of the said part all 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 mortgage on the lot
above, back in favor of the Lawrence Bldg. Loan Co. originally \$350, being paid
off monthly. This Grant is intended as a Mortgage to secure the payment of the sum of Six Thousand Dollars

according to the terms of two certain notes this day executed
and delivered by the said Joseph H. Spurgeon and Rachel E. Spurgeon to the said part of of the second part
due in three years with 5% interest payable semi-annually on note \$3500.00
and one note \$3500.00

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 of of the second part, its successors 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 of making such sale, on demand, to said Joseph H. Spurgeon and Rachel
E. Spurgeon their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals
the day and year first above written.

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

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of October A. D. 1920, before me,
H. M. Clark a Notary Public in and for said County and State, came
Joseph H. Spurgeon and Rachel E. Spurgeon
his wife to me personally known to be
the same persons 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 1922 H. M. Clark Notary Public.

Filed for Record the 25 day of October A. D. 1920, at 1:00 o'clock P.M.
Estlin Norrup Register of Deeds
Turne Hara Deputy.