

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is waived.

Witness my hand this 19th day of February A.D. 1925
E. F. Flinn

and appurtenances thereunto belonging or in anywise appurtenant forever;
Provided Always, And these presents are upon this express condition, that whereas said
B. F. Flinn and Bertha I. Flinn-- have this day executed and delivered one certain promissory note to
said parties of the second part, for the sum of One Hundred and Eighty-seven and 69/100 Dollars, bearing
even date herewith.

Whereas this mortgage is made subject to one first mortgage upon the above described
real estate, for the sum of \$900.00 with interest thereon at the rate of eight per cent payable annually
now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof
of or of any interest thereon at the time it shall become due and payable according to the express terms
of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage
and the note secured hereby, may at its option, for the protection of this mortgage, make said payments
of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage
and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such
payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be
entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this
mortgage and note when due or any part thereof, then all unpaid installments shall become immediately due
and payable at the option of the part-- of the second part or the legal holder of said note and shall draw
interest at the rate of ten per cent per annum from the date of said note until fully paid.

Appraisement waived at option of mortgagee.

Now if said B. F. Flinn and Bertha I. Flinn shall pay or cause to be paid to said parties
of the second part, their heirs or assigns said sum of money in the above described note mentioned, together
with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly
discharged and void; otherwise shall remain in full force and effect. But if said sum or sums of money
or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and as-
essments of every nature which are or may be assessed and levied against said premises or any part thereof
are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the
whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and
said parties of the second part shall be entitled to the possession of said premises and foreclosure
of this mortgage.

And the said parties of the first part for themselves and their heirs do hereby covenant
to and with the said parties of the second part, executors, administrators or assigns, that they are law-
fully seized in fee of said premises and have good right to sell and convey the same, that said premises
are free and clear of all incumbrances except a mortgage of \$900.00 given to the Kaw Valley State Bank
and that they will, and their heirs, executors and administrators shall forever warrant and defend the
title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands
the day and year first above written.
Attest:

B. F. Flinn.
Bertha I. Flinn.

State of Kansas
Douglas County

Be it Remembered That on this 21st day of February A.D. 1924 before me, C. F. Richards
a Notary Public in and for said County and State came B. F. Flinn and Bertha I. Flinn his wife, to me
personally known to be the same persons who executed the foregoing instrument of writing and duly acknow-
ledged 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.

C. F. Richards,
Notary Public.

L.S.
My Commission expires:
April 4th, 1925.

MORTGAGE.

From
J. W. Spurgeon, et.al
To
Baldwin State Bank.

State of Kansas, Douglas County; ss
This instrument was filed for record on the
25th day of February, A.D. 1924 at 10:30 A.M.

Joe E. Wellman
Register of Deeds.
By Joe E. Wellman Deputy

This indenture, Made this 15th day of January in the year of our Lord One Thousand Nine Hundred Twenty Four
by and between J. W. Spurgeon and Rachel E. Spurgeon his wife, of the County of Douglas and State of Kan-
sas, parties of the first part, and The Baldwin State Bank parties of the second part,

Witnesseth That the said parties of the first part, for and in consideration of the sum
of \$ Thirty Three Hundred Dollars to them in hand paid by the said party of the second part, the receipt
whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain
sell convey and confirm unto the said party of the second part and to its successors and assigns forever
all of the following described tract piece or parcel of land lying and situate in Baldwin City County
of Douglas and State of Kansas, to-wit: Lots Numbered Forty (40); Forty One (41); Forty Two (42); Forty-
Three (43) and Forty Four (44) on Sixth Street City County and State aforesaid.

To Have and To Hold the same, with all and singular the hereditaments and appurtenances
thereunto belonging or in any wise appertaining and all rights of homestead exemption, unto the said party
of the second part, and to its successors and assigns forever. And the said parties of the first part 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 or inheritance therein free and clear of all incum-
brances and that they will warrant and defend the same in the quiet and peaceable possession of the said
party of the second part its successors and assigns forever, against the lawful claims of all persons
whomsoever.

Provided Always And this instrument is made executed and delivered upon the following
conditions, to-wit:

First. Said J. W. Spurgeon and Rachel E. Spurgeon are justly indebted unto the said
party of the second part in the principal sum of Thirty Three Hundred Dollars lawful money of the United
States of America, being a loan thereof made by the said party of the second part to the said
J. W. Spurgeon and Rachel E. Spurgeon and payable according to the tenor and effect of one certain
First Mortgage Real Estate Note numbered-- executed and delivered by the said J. W. Spurgeon and Rachel
E. Spurgeon bearing date Jan. 15, 1924, and payable to the order of the said Baldwin State Bank, five years

Recorded 1925
Feb 26
Joe E. Wellman
Register of Deeds

For Release See Next Page

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