

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64114

State of Kansas, Douglas County, ss.  
This instrument was filed for record on  
the 19<sup>th</sup> of Jan. A.D. 1925 at 8<sup>25</sup> a.m.

Isa E. Wellman  
Register of Deeds.

BY Geo. Williams - Deputy.

The south eighty six (86) feet of Lots seventy seven (77) Seventy nine (79) and eighty one (81) on Indiana Street in Baldwin City, Kansas.

And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation; the balance, if any, to be turned over to the legal owners of said real estate.

of the above mortgage. The conditions of this mortgage are such, that whereas the said Virgil Spurgeon and Isora Spurgeon, his wife have assigned transferred and set over unto the said The Aetna Building and Loan Association as a further security for the payment of the promissory note hereinafter mentioned, one Share of Series Stock in Class "A" No. 59955 issued by The Aetna Building and Loan Association, on which the monthly dues are 2.50 dollars, payable on the 5th day of each month and have executed and delivered to the Aetna Building and Loan Association their promissory note, calling for the sum of --Four Hundred Fifty Dollars, with interest at the rate of Three and 75 /100 Dollars per month; both interest and dues, payable on the fifth day of every month until sufficient assets accumulate to pay to each share holder five hundred dollars per share. For each share of stock held by him, according to the By-laws of The Aetna Building and Loan Association, which said note is in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE.

NO. 59895

FOR VALUE RECEIVED, We do hereby promise to pay to The Aetna Building and Loan Association of Topeka, Kansas, on or before ten years after date Four Hundred Fifty Dollars, with interest thereon from date thereof, in monthly installments of 3.75 Dollars, also monthly dues on One share of stock in the sum of Two and 50/100 Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by laws of said Association, and in case of default in the payment of interester dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereon, then this note shall immediately become due and payable at the option of the legal holder hereof and shall after such default bear ten per cent interest per annum. Appraisal waived.

Dated at Baldwin, Kansas, the 23rd day of December, 1924.

Dated at Baldwin, Kansas, the 23rd day of December, 1924.

Virgil Spurgeon  
Izora Spurgeon.

Now if the said Virgil Spurgeon and Isora Spurgeon, his wife, their heirs, assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said Astoria Building and Loan Association, or its successors and keep said premises insured against Fire and Tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But if the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor or assigns, and the amount so paid shall be a lien on said mortgage premises until the same be paid and may be included in any judgment rendered in any proceeding to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 23rd day of December 1924.

Virgil Spurgeon  
Izora Spurgeon.

State of Kansas, Douglas County, ss:  
Be It Remembered That on this 15<sup>th</sup> day of January----- A.D. 1925 personally appeared  
Before the undersigned, a Notary Public in and for said County, --Virgil Spurgeon and Izora Spurgeon,--  
his wife----- who are personally known to me to be the identical persons whose names  
are subscribed to the foregoing deed as Grantors and acknowledged the same to be --their-----  
voluntary act and deed and that they executed the same for the purposes therein mentioned.  
Witness my hand and notarial seal the day and year last above written.

W.M.Clark.-----

Notary Public.

L.S.

My Commission expires May 15, 1927.

Reported May 13 1922  
Ellie & Blanche  
 of St. Louis  
 by Ellie & Blanche & Co.