

MORTGAGE

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THIS following is endorsed on the original instrument.
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.
J. D. W. Humphrey, Secretary
Oct. 5, 1933

THIS INDENTURE, Made this 17th day of June A. D. 1931 between V. D. Spurgeon and Izora J. Spurgeon, his wife of Douglas County, in the State of Kansas, of the first part, and The Home Savings and Loan Association, of Ottawa, Kansas, of the second part:
WITNESSETH: That said parties of the first part in consideration of the sum of 600.00 Six Hundred Dollars the receipt of which is hereby acknowledged do by these presents Mortgage and Warrant unto the said party of the second part, its successors and assigns, all the following described real estate, to-wit: The North ½ of Lots 68-69-70, all on Ames Street in Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS: and these presents are upon this express condition, that whereas said parties of the first part have executed and delivered their certain promissory note of even date, in writing to said party of the second part, by which they agree to pay 10 years after date, the sum of 600.00 Dollars with interest thereon payable monthly, in accordance with the mortgage note of even date.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money above mentioned, together with the interest thereon according to the terms and tenor of the same, then this instrument shall be wholly discharged and void, but otherwise shall remain in full force and effect. If said sum or sums of money, or any part thereof or any interest thereon be not paid when the same is due, or if the taxes and assessments which are or may be levied against said premises or any part thereof, are not paid when the same become due and payable or if the insurance premium for fire and tornado insurance policies necessary to protect said loan be not paid when due, then the whole of said sum or sums, and the interest thereon, shall become due and payable and said party of the second part, shall be entitled to immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness.

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

V. D. Spurgeon
Izora J. Spurgeon

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of June A. D. 1931 before me, a Notary Public in and for said County and State, came V. D. Spurgeon and Izora J. Spurgeon, his wife 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.

Legal Seal

H. J. Rush Notary Public

Commission expires Oct. 28, 1931

Recorded June 23, A. D. 1931 at 9:45 A. M.

Oliver C. Armstrong Register of Deeds

MORTGAGE

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THIS following is endorsed on the original instrument.
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.
J. D. W. Humphrey, Secretary
Oct. 5, 1933

THIS INDENTURE, Made this 17th day of June A. D. 1931 between V. D. Spurgeon and Izora J. Spurgeon, his wife of Douglas County, in the State of Kansas, of the first part, and The Home Savings and Loan Association, of Ottawa, Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$600.00 Six Hundred Dollars, the receipt of which is hereby acknowledged do by these presents Grant, Bargain, Sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas to-wit: The North ½ of Lots 68-69-70, all on Ames Street in Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Six Hundred Dollars with interest thereon and such charges as may become due to said party of the second part, under the terms and conditions of the contract note secured hereby, advanced by The Home Savings and Loan Association, to the parties of the first part upon 6 shares of Class E. of the capital stock of said Association, evidenced by Certificate No. 1417 which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$7.50 payable as follows: Seven and 80/100 Dollars on or before the 1st day of July 1931 and a like sum on or before the 1st day of each and every month thereafter to and including the month of June 1941.

Now, if said parties of the first part shall cause to be paid to the party of the second part, the amount due it under said contract note, in accordance with the terms thereof and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise, in full force and effect, and may be foreclosed, as in said contract note provided.

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

V. D. Spurgeon
Izora J. Spurgeon

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of June A. D. 1931 before me a Notary Public in and for said County and State, came V. D. Spurgeon and Izora J. Spurgeon his wife 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.

Legal Seal

H. J. Rush Notary Public

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