

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 4<sup>th</sup> day of August in the year of our Lord 1908  
hundred and eight, between  
Douglas and State of Kansas of the first part, and  
Robert E. Heinzelman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One thousand (1000) DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
 to the said party of the second part his 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:

Lot Twenty eight (28) and Twenty nine (29) on  
nineth (9<sup>th</sup>) Street, Baldwin City, County and  
State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Anna Romack do hereby covenant and agree that  
 at the delivery hereof she the lawful owner of the premises, above granted, and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of  
One thousand (1000) dollars  
 according to the terms of One certain Note this day executed  
 and delivered by the said Anna Romack to the said party of the second part  
Said note due June 10<sup>th</sup>, 1909, and dealer's interest  
at the rate of 6% per annum from August 10<sup>th</sup>, 1908,  
 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 party of the second part, his executors, 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 party making such sale, on demand, to said party of the first part his  
 heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

Anna Romack. (SEAL.)

STATE OF KANSAS.  
County of Douglas } ss.

BE IT REMEMBERED, That on this 6<sup>th</sup> day of August A. D. 1908, before me,  
W. Bristow a Notary Public in and for said County and State, came

Anna Romack  
 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.

My Commission Expires Nov. 19<sup>th</sup> 1910, W. Bristow Notary Public.

Filed for Record the 8 day of Aug. A. D. 1908, at 1<sup>st</sup> o'clock A. M.

W. Bristow Register of Deeds.  
By Asa C. Armstrong Deputy.

The following was deposited on the original instrument.  
 The note again discharging the same was created 7<sup>th</sup> day of August 1908, and the same was  
 hereby released and the same thereby created discharged. As witness my hand this  
 8 day of June A. D. 1910  
 Robert E. Heinzelman

Recorded June 14, 1910  
 Lloyd A. Armstrong  
 Anna Romack