

# MORTGAGE RECORD No. 45.

609

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

This Indenture, Made this 9<sup>th</sup> day of Sept. in the year of our Lord Nineteen  
Hundred Ten, between D. Ella Romine and daughter  
Grace Romine of Ray in the County of  
new Mexico 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  
Two Hundred 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 party of the second part its 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:

Lots forty six (46) Forty Eight (48) Fifty (50): Fifty Two (52): Fifty four  
(54) and Fifty six (56) on Baker Street Baldwin City,

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said  
D. Ella Romine do hereby covenant and agree that  
at the delivery hereof she is 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  
Two Hundred Dollars  
according to the terms of one certain note this day executed  
and delivered by the said D. Ella Romine to the said part y of the second part  
payable in one year with 8% interest.

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, 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 y making such sale, on demand, to said D. Ella Romine her  
heirs and assigns.

IN WITNESS WHEREOF, The said part y 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

D. Ella Romine [SEAL]

Grace Romine [SEAL]

[SEAL]

Territory of New Mexico  
**STATE OF KANSAS,**

Missouri County } ss.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of Sept. A. D. 1910, before me,

W. H. Wilcox a Notary Public in and for said County and State, came

D. Ella Romine and her daughter Grace Romine

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.

My Commission Expires Mar. 3 1914

W. H. Wilcox

Notary Public.

Filed for Record the 19<sup>th</sup> day of Sept. A. D. 1910, at 10 o'clock a. M.

Hayes L. Lawrence Register of Deeds.  
Deputy.

The mortgagee in this mortgage is hereby released and the  
lender hereby created discharged. At witness my hand this 9<sup>th</sup> day of Sept. A. D. 1910.

Recorded October 16 1911  
Hayes L. Lawrence  
Register of Deeds