

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 15th day of December in the year of our Lord  
Twenty Hundred and fifteen, between J. Dietrich and his wife  
M. M. Dietrich of Mount Ida in the County of  
Anderson and State of Kansas, of the first part, and

C. A. Gulton of the second part:  
 WITNESSETH, That the said part is of the first part, in consideration of the sum of

Fifteen hundred and no/100 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 part 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 61, 63, 65, 67, 69 on Elliott Street and Lot 57, 59, south half of Lot 80 on  
Missouri Street, and Lot 88, 90 and the South half of Lot 86 on Arkansas Street  
All in Block 23 in that part of the City of Lawrence, known as that  
Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said  
parties of the first part  
 do herby covenant and agree that at the delivery hereof they are 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 \_\_\_\_\_  
Fifteen hundred Dollars  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said parties of the first part to the said part of the second part

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 part of the second part his executors, administra-  
 tors 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 of making such sale, on demand, to said parties of the first part  
parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part have herunto set their hand S. and seal  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

J. Dietrich (SEAL)  
M. M. Dietrich (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF KANSAS,  
Anderson County } ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1915, before me,  
J. L. Brimston a Notary Public in and for said County and State, came  
J. Dietrich and his wife M. M. Dietrich  
 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 Feb. 17th 1916 J. L. Brimston Notary Public.

Filed for Record the 17th day of Dec A. D. 1915, at 2 o'clock P.M.  
Walter L. Lawrence Register of Deeds.  
Geo. L. Metzger Deputy.

This document is subject to the official instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 15 day of December, A. D. 1915.  
C. A. Gulton

Recorded June 15, 1916  
Walter L. Lawrence  
Geo. L. Metzger

In consideration of full pay-  
 ment of the within mortgage I  
 hereby release the same this

ATTEST:  
Estelle Dietrich