

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of July in the year of our Lord, one thousand Nine  
hundred and One, between Wm. Bomer, Ella V. Bomer wife of Wm. Bomer, and  
Henry A. Bomer of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and F. M. Arnold of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two Thousand 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 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:

Lots Nine and Ten Level in the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Wm. Bomer, John  
B. Bomer and Henry A. Bomer, and Ella V. Bomer wife of Wm. Bomer do hereby 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  
Two Thousand  
according to the terms of One certain promissory note this day executed  
and delivered by the said William, John B. and Henry A. Bomer to the said part of 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 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 costs 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 the said parties of the first part  
heirs and assigns.

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

Signed, Sealed and Delivered in the Presence of

William Bomer (SEAL)  
Ella V. Bomer (SEAL)  
John B. Bomer (SEAL)  
Henry A. Bomer

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 1 day of July A. D. 1901, before me  
James H. Mitchell a Notary Public in and for said County and State, came  
William Bomer, Ella V. Bomer, John B. Bomer and Henry A. Bomer,  
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 set my hand and affixed my official seal on the day and year last above  
written.  
My Commission Expires Feb 13<sup>th</sup> 1904 James H. Mitchell Notary Public

Filed for Record the 1<sup>st</sup> day of July A. D. 1901, at 5 o'clock P. M.

W. H. Doxman Register of Deeds

This document is subject to the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 1<sup>st</sup> day of July A. D. 1901.

J. D. Flowersack  
atty in fact for F. M. Arnold.

Recorded Nov. 17<sup>th</sup> 1912.  
Estelle J. Prentiss  
Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 1<sup>st</sup> day of July A. D. 1901.

Recorded 7-10-11