

44242 BOOK 100

MORTGAGE

(NO. 52)

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,** Made this second day of August 1951, between  
Leora Rapier

of Douglas County, in the State of Kansas of the first part, and  
Delmar A. and / or Louise Spitzli, husband and wife

of Douglas County, in the State of Kansas of the second part:

WITNESSETH, That said part y of the first part, in consideration of the sum of

\*\*\*\*SEVEN THOUSAND and no/100\*\*\*\*

DOLLARS,

the receipt of which is hereby acknowledged, do as by these presents, grant, bargain, sell and convey unto said  
parties of the second part, their heirs and assigns, all the following REAL ESTATE situated in  
the County of Douglas and State of Kansas, to-wit:

Lots Four (4) and Five (5) in

Block One Hundred Thirty Six

(136) in the City of Eudora

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

Leora Rapier

has a this day executed and delivered

a certain promissory note in writing to said part ies of the second part, of which the following  
is a copy

\$7000.00

Eudora, Kansas, August 2, 1951

Sixty days after date, for value received I promise

to pay to Delmar A. Spitzli or Louise Spitzli, or order at Eudora,  
Kansas, Seven Thousand and no/100 Dollars, with interest included  
after date, until paid.

*Leora Rapier*

Now, if said part y of the first part shall pay or cause to be paid to said part ies of the second part their  
heirs or assigns, said sum of money in the above described note as mentioned, together with the interest thereon,  
according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise  
shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon,  
is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and  
levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then  
the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable, and said  
part y of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part y of the first part has hereunto set her hand the day  
and year first above written.

Executed in the presence of

*Leora Rapier*

STATE OF KANSAS

Douglas County, } ss.



Be It Remembered, That on this 2nd day of August A. D. 1951  
before me, the undersigned a Notary Public

in and for said County and State, came Leora Rapier

to me personally known to be the same person who executed the within instrument of  
writing, 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 October 9 1952

*R. C. O'Donnell* Notary Public

Recorded August 9, 1951 at 2:35 P. M.

*Harold A. Beck* Register of Deeds

RELEASE

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 30 day of August 1951

Delmar A. Spitzli  
Louise Spitzli

This release  
was written  
on the original  
mortgage  
entered  
on the day  
of August  
1951  
*Harold A. Beck*  
Register of Deeds