

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture**, Made this 31 day of January  
A. D. 1958, between Oscar Broers and Fredericka C. Broers, his wife

of Eudora, in the County of Douglas and State of Kansas  
of the first part, and Fred Rothberger and Madge H. Rothberger, his wife, as  
joint tenants with right of survivorship, and not as tenants in

COMMON of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Ten Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell said Mortgage, to the said parties of the second part as joint tenants with  
right of survivorship and not as tenants in common all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lots One (1) and Two (2), Block One Hundred Sixty Five (165),  
in the City of Eudora.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said Oscar Broers and Fredericka C. Broers, his wife  
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Ten Thousand  
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 parties 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 payments, 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 parties of the second part their executors, administrat-  
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest,  
together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part-  
ies making such sale, on demand to said Oscar Broers and Broers, his wife,  
and to their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Oscar Broers (SEAL)  
Oscar Broers (SEAL)  
Fredericka C. Broers (SEAL)  
Fredericka C. Broers (SEAL)

STATE OF KANSAS,

Douglas County

ss:



BE IT REMEMBERED, That on this 31 day of January A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Oscar Broers and  
Fredericka C. Broers, his wife

to me personally known to be the same person who executed the foregoing 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 January 20 19 62

Paul D. Broers Notary Public