

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 16th day of July A. D. 19 55
before me, the undersigned, a Notary Public in and for the County and State aforesaid, came
Walter J. Marckley and Dorolyn Marckley,

his wife,
to me personally known to be the same person s 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, the day and year last above written.



E. E. Daniels
Notary Public.

(Commission expires Jan 25 1957)

Recorded August 5, 1955 at 1:30 P. M.

Walter J. Marckley

This mortgage
was filed
on the 16th day
of July 1955
at 1:30 P. M.
by E. E. Daniels
Notary Public
for Douglas County, Kansas

5.040

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

This Indenture, Made this 28th day of July, 19 55 between
James L. Childers, a single man, and Clara Ethel Childers, now by marriage Clara Ethel
Westphal and Hugo Westphal, her husband, and Clara Amelia Childers, a widow
of Lawrence, in the County of Douglas and State of Kansas
part ies of the first part, and J. C. Hemphill
part y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of
FOUR THOUSAND & no/100 * * * * * DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by
this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:

Lot No. One Hundred Fifteen (115) on Rhode Island Street,
less the West 39 feet thereof and less the East 39 feet
thereof, in the City of Lawrence

Including all rents, issues and profits thereof, provided however
that the Mortgagors shall be entitled to collect and retain the rents, issues
and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part 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.

No exceptions