

This Indenture, Made this 23<sup>rd</sup> day of March in the year of our Lord one thousand eight hundred and ninety th between Dora M. Dunakin and Alvin N. Dunakin husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and R. E. Means of Kansas, Anderson County, Kansas of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Ninety Five (95) 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 party 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 No. Sixty Nine (69) on New York Street, in the City of Lawrence, according to the plat filed thereof.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Dora M. Dunakin and Alvin N. Dunakin husband and 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 the sum of Ninety Five (95) and 00/100 dollars according to the terms of one certain promissory note this day executed and delivered by the said Dora M. Dunakin and Alvin N. Dunakin to the said party of the second part with interest thereon

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 party 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Dora M. Dunakin and Alvin N. Dunakin their 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 and delivered in presence of

Dora M. Dunakin (SEAL.)

Alvin N. Dunakin (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 23<sup>rd</sup> day of March, A. D. 1896, before me, A. H. Sheldon a Notary Public in and for said County and State, came Dora M. Dunakin and Alvin N. Dunakin her husband to me personally known to be the same persons 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 March 25<sup>th</sup> 1897  
Recorded March 24 A. D. 1896 at 10<sup>40</sup> o'clock AM.  
A. H. Sheldon Notary Public.

James Brooks Register of Deeds.

The following is recorded on the Original Indenture with  
\$10108 Received of the within named mortgagees the sum of One Thousand One and 00/100 Dollars in full satisfaction of the within mortgage.  
Witness to signature  
Geo. W. Hawley  
Recorded March 27, 1897 Deputy Register  
Fred Brooks