

and Territory of Kansas, to wit, Lot number one hundred and ten, (110) on Kentucky Street in the City of Lawrence, to have and to hold the above described premises together with all and singular the appurtenances there unto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns In Trust as aforesaid for the use and benefit of the said party of the third part his heirs and assigns forever, Provided, always and these presents are upon this express condition, that whereas the said party of the first part has executed and delivered to the said John How a certain promissory note described as follows to wit \$603, Lawrence K. T. April 9, 1859, one year after date, for value received. I promise to pay to John How or order the sum of six hundred and three dollars with interest at the rate of ten percent per annum, Paul R. Brooks, now if the said party of the first part shall well and truly pay or cause to be paid said sum of money, at the time the same shall become due and payable as aforesaid, then these presents shall be null and void, and of no effect and the property hereinbefore conveyed shall be released at the cost of the said party of the first part, but if the said party of the first part shall fail to pay said sum of money or any part thereof, at the time the same shall become due and payable as aforesaid then and in that event, it shall be the duty of the said trustee or his legal representatives or in case of death or absence from the Territory, the Sheriff of the County is hereby authorized and empowered by the said party of the first part to sell said described premises, or any part thereof at public auction first giving twenty days notice of the time and place of sale with a description of the property to be sold in a newspaper -