

This Indenture made this First day of October in the year of our Lord one thousand eight hundred and eighty one by and between George W. Hess and Harriet J. Hess his wife of the County of Shawnee and State of Kansas partly of the first part and Timothy P. Sweet of the County of Shawnee and State of Kansas Trustee partly of the second part and in case of the death absence or removal from said county of Shawnee refusal or inability to act of the said party of the second part then George M. Noble of said County of Shawnee shall be and he is hereby appointed and made successor in trust to said party of the second part under this deed for the purpose hereinafter expressed with the same power and authority as said trustee and J. P. Smith trustee of the third part:

Witnesseth that the said party of the first part in consideration of the debt and trust hereinafter mentioned and created and of the sum of one dollar in hand paid the receipt whereof is hereby acknowledged do by these presents grant bargain sell convey and confirm unto the said party of the second part and to his successors in trust forever all of the following described premises situated in the County of Douglas and State of Kansas and described as follows to-wit: The West half of the South east quarter also the South part quarter of the South east quarter of Section No. Twenty seven (27) in Township No. Thirteen & South of Range No. Twenty (20) East of the Sixth P.M. Containing One hundred and Twenty (120) acres more or less.

To have and to hold the said described premises together with all the rights privileges hereditaments and appurtenances to the said premises in any wise appertaining or belonging with all the rents issues and profits thereof and the emblements thereon and all the rights of Homestead Exemption to the said party of the first part their executors or administrators therein to the only proper use and benefit of the said party of the second part and his successors in trust forever.

In Trust Simultaneously And these presents are made expressly upon condition as follows to-wit: That whereas the said George W. Hess and Harriet J. Hess are jointly indebted unto the said party of the third part in the sum of One Thousand Dollars according to the tenor and effect of one certain promissory note of even date herewith duly executed by the said George W. Hess and Harriet J. Hess and payable five years after the date thereof to the order of the said party of the third part in the amount of money for value received with interest thereon at the rate of seven per cent per annum from the date of said promissory note until the said principal sum is fully paid interest being payable semi annually on the first days of April and October in each year according to and upon presentation of coupons or interest notes therefor thereunto attached Both principal and interest being payable at Bank of Hilman Son & Co. New York City. All appraisement and stay laws waived; and if default be made in the payment of any interest note or any thereof for the space of ten days after the same shall have become due and