

This Indenture made this fifteenth day of April in the year of our Lord
 one thousand eight hundred and eighty seven by and between George W.
 Tothaker and Abigail A. Tothaker wife of said Geo. W. of the county of Douglas
 and State of Kansas, party of the first part and Clarence A. Parks of
 Kansas City, Trustee, party of the second part (and in case of the death
 absence, inability or refusal to act of the said party of the second part, then
 and in that case any attorney of record residing within the State of Kansas,
 whom the party of the third part hereinafter named, or the legal holder of the
 note hereinafter mentioned may, in writing appoint shall be and is hereby
 made successor in trust to the Trustee hereinafter named, with like powers and
 authority to act in said trust the same in every respect as if such attorney of
 record had been expressly appointed the party of the second part herein.)
 And the Commercial Loan and Trust Company, a corporation established
 by law, party 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 the sum of one dollar in hand paid, the receipt of which is hereby
 acknowledged, do by these presents, grant, bargain, sell convey & confirm
 to 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 more particularly bounded and described as follows,
 Town Lot number seventy six (76) and north half of lot number seven-
 ty eight (78) on Louisiana Street in the city of Lawrence, Douglas County
 Kansas, together with all the buildings, structures and improvements
 thereon. To Have and To Hold the said described premises, together with all the
 rights privileges hereditaments and appurtenances to the said premises in anywise
 appertaining or belonging with all the rents issues and profits thereof, and the emble-
 ments thereon and the fixtures thereto attached, and all the rights of homestead,
 exemption of the party of the first part, their heirs 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. ^{and} In Trust However, and these presents are
 made expressly upon condition as follows, to wit. That whereas, said party of
 the first part are justly indebted unto the said party of the third part in the
 principal sum of twenty five hundred dollars lawful money of the United
 States of America, payable with exchange on New York, according to the tenor
 and effect of a certain promissory note of mortgage herewith executed and
 delivered by the said party of the first part, and payable to the said party
 of the third part on the first day of April 1888, with interest at the rate of
 twelve per cent per annum from date, and if not paid when the same
 shall become due, either by maturity of said note or by reason of failure
 to comply with the conditions of the deed, the interest upon said note, until
 its maturity, being further evidenced by two coupons, in the sum of one
 hundred and fifty dollars each, payable with exchange on New York,