To Have and to Hold the said described premises, together with all the rights, privileges, hereditaments and appurtenances thereunto in any wise appertaining or belonging, withall the rents, issues and profits thereof, and the emblements thereon, and the fixtures thereto attached, and all rights of Homestead Exemption of the said 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 its successors in trust, forever.

In Trust Nevertheless, And these presents are made expressly upon condition as follows, to wit:

That Whereas, Peter Bell and Eliza J. Bell are justly indebted unto the said party of the third part in the sum of Twelve Hundred Dollars, according to the tenor and effect of one certain promissory note, of even date herewith, duly executed by the said Peter Bell and Eliza J. Bell and payable Five years after the date thereof, to the order of the said party of the third part, in the aforesaid sum 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 Second days of November and May in each year, according to and upon presentation of coupons or interest notes therefor, thereunto attached. Both principal and interest payable at The Banking House of Gilman, Son & Company, in the City and State of New York.

All appraisement and stay laws waived; and if default be made in the payment of any interest note, or any portion thereof, for the space of ten days after the same shall have become due and payable, then all of said principal and interest notes shall, at the option of the said party of the third part, or the legal holder of said promissory note, become and be at once due and payable, without further notice.

And Whereas, The party of the first part hereby covenants and agrees:

First: To immediately procure and deliver to The Kansas Loan & Trust Company, the Trustee herein mentioned, and to maintain without lapse in its possession, or of its successors in trust, policies of insurance against fire, in the sum of Eighteen Hundred Dollars, upon the buildings herein conveyed, with subrogating clause attached, making loss, if any, payable to the said Kansas Loan & Trust Company, Trustee, which policies