

seventy-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 any wise appertaining or belonging, with all the rents, issues and profits thereof, and the emblements thereon, and the fixtures thereto attached, and all the 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 his successors in trust, forever.

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 (\$2500) 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 even date 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 1890, with interest at the rate of twelve percent per annum from date, 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 this deed; the interest upon said note, until its maturity, being further evidenced by Four (4) coupons, in the sum of Eighty seven and $\frac{1}{2}$ % Dollars each, payable with exchange on New York, attached to and of even date with said principal note. Principal & interest payable at the office of the Commonwealth Loan & Trust Company in Boston, Massachusetts.

And Whereas, Said party of the first part hereby agree to pay and extinguish all taxes and assessments levied upon said premises when the same shall become due, ^{for the amount of insurance} and insurance premiums hereinafter specified, and all prior liens, claims, adverse titles and incumbrances on said premises, so that this trust deed shall be a first lien thereon until all sums hereby secured are fully paid; and if payments are not made as aforesaid, then the said third party, or the legal holder of said note, may, without notice, declare the whole sum of money herein secured due and payable at once, or said party of the second part, or his successors in trust, or the said party of the third part, or the legal holder of said note, may pay and extinguish such taxes, assessments and insurance premiums, liens, claims, adverse titles and incumbrances and the amounts so paid shall be a lien on the premises aforesaid, and