of record residing within ~~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 hereinbefore 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 Commonwealth 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, does, by these presents, Grant, Bargain, Sell, Convey and 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, to-wit: The South half (S. ½) of Lot ten (10) Massachusetts street in the city of Lawrence 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, its successors or assigns therein, to the only proper use and benefit of the said party of the second part, and his successors in trust, forever.

(For Release See Book 33 Page 551)

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 1895, with interest at the rate of Seven (7) per cent per annum from date, payable semi annually; the interest upon said note, until its maturity, being further evidenced by ten (10) coupons, in the sum of Eighty seven and 50/100 Dollars each, payable with exchange on New York, on the first day of April and October in each year, attached to and of even date with said principal note. Principal and interest payable at the office of the Commonwealth Loan and Trust Company in Boston, Massachusetts.

And Whereas, Said party of the first part, hereby agrees to pay and extinguish all taxes and assessments levied upon said premises when the