

This Indenture, Made this First day of July in the year of our Lord One Thousand Eight Hundred and Ninety, by and between Lizzie Bell a single woman of the County of Douglas and State of Kansas, party of the first part, and The Kansas Loan & Trust Company, of the County of Shawnee and State of Kansas, (a corporation duly organized under the laws of the State of Kansas,) Trustee, party of the second part, and E. M. Sheldon 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 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 its 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: Lot No. Twenty six (26) on Ash St. in Simpsons Sub-division and Addition to the City of North Lawrence

To Have and to hold the said described premises, together with all the rights, privileges, hereditaments and appurtenances thereunto in anywise appertaining or belonging, with all the rents, issues and profits thereof, and the emblements thereon, and the fixtures thereunto attached, and all rights of homestead exemption of the said party of the first part, her 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, Lizzie Bell and Peter Bell are justly indebted unto the said party of the third part, in the sum of Nine Hundred Dollars, according to the tenor and effect of one certain promissory note, of even date herewith, duly executed by the said Lizzie Bell and Peter 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, interest being payable semi-annually on the First days of January and July 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 Kilman & Co. in the City and State of New York, with ten per cent. interest after maturity. All appraisement and stay laws waived.

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 One Thousand Dollars, upon the buildings therein conveyed, with subrogating clause attached, making loss, if any, payable to the said The Kansas