

but, should the parties of the First Part, fail or refuse to pay the said debt or the said interest, or any part thereof, when the same or any part thereof shall become due and payable, according to the true tenor, date and effect of said note, then the whole shall become due and payable, and this Deed shall remain in force, and the said party of the Second Part, or in case of his absence, death, refusal to act, or disability in anywise the (then) acting Sheriff of Douglas County, Kansas, at the request of the legal holder of said note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the East front door of the Court House, in the County of Douglas and State of Kansas, for cash, first giving twenty five days' public notice of the time, terms and place of sale, and the property to be sold, by advertisement in some newspaper printed and published in the said County of Douglas and State of Kansas, and upon such sale shall execute and deliver a Deed in fee simple of the property sold to the purchaser or purchasers thereof, and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee, in relation to the request to sell, the non-payment of the money secured to be paid, the advertisement, sale, receipt of money, and the execution of the Deed to the purchaser, shall be received as prima facie evidence of such facts, and such Trustee shall, out of the proceeds of said sale, pay, first the cost and expense of executing this Trust, including legal compensation to the Trustee for his services; and next the said debt and interest or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the First Part, or their legal representatives. And the said party of the Second Part, covenants faithfully to perform and fulfill the Trust herein created, not being liable or responsible for any mischance occasioned by others.

In Witness Whereof, The said parties of the First Part, have hereunto set their hands and seals the day and year first above written.

Emmett M. Cohen

(Seal)

Elizabeth L. Cohen

(Seal)

State of Missouri, }
County of Buchanan } ss.

On this 10th day of April A.D. 1893, before me, a Notary Public within and for said County, personally appeared Emmett M. Cohen and Elizabeth L. Cohen his wife to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto signed my name, and affixed my official seal at my office in said county, the day and year last aforesaid.

My term of office expires August 6th A.D. 1896.

(S.S.)

Frank A. Dumont

Notary Public of said County

Recorded May 24. 1893, at 9⁵⁰ o'clock A.M.

James Brooke

Register of Deeds.