

County of Platte, State of Missouri, party of the Third Part; witnesseth, That the said parties of the First Part, in consideration of the Debt and Trust hereinafter mentioned and created, and of the sum of One Dollar to them paid by the said party of the Second Part, the receipt of which is hereby acknowledged, as by these presents, Grant, Bargain and Sell, Convey and Confirm, unto the said party of the Second Part, the following described Real Estate situate, lying and being in the County of Douglass and State of Kansas, to-wit, all of Lots Twenty Eight (78) and Eighty (80) and Eighty two (82) in the town of Baldwin said County, and State.

To have and to hold the same, with the appurtenances to the party of the Second Part, and to his successor or successors in this Trust, and to him and his grantees and assigns forever, in trust, however, for the following purposes: Whereas, B. F. Clark one of the said parties of the First Part has this day made, executed and delivered to the said party of the Third Part, his Promissory Note of even date herewith, by which he promises to pay to the said Mary D. Naudley, or order, for value received Five hundred Dollars, Due Twelve Months after date with Eight per cent. interest from date compounded annually, payable at the Bank of Edgerton Mo.

Now, Therefore, if the said parties of the First Part, or any one for them, shall well and truly pay off and discharge the debt and interest expressed in the said Note and every part thereof, when the same becomes due and payable, according to the true tenor, date and effect of said Note, then this Deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said parties of the First Part, but should the said First Parties 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 anyway, the (then) acting Sheriff of Douglass County, Kansas, at the request of the legal holder of the said Note, may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the highest bidder, at the Court House door in the City of Lawrence Douglass County, Kansas for cash, first giving 30 days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in the County of Douglass aforesaid, 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 non-payment of the money so-  
called to be paid, the advertisement, sale, receipt of the money, and the ex-