

This Indenture, Made this first day of June in the year of our Lord
 one Thousand Eight Hundred and Eighty three by and between Horea
 E. Nelson a widower of the County of Douglas and State of Kansas, party
 of the first part, and Timothy B. Sweet of the County of Shawnee and
 State of Kansas, Trustee, party of the second part (and in case of the
 death absence or removal from said County of Shawnee refusal or
 inability to act of the said party of the second part, then George W.
 Noble, of said County of Shawnee, shall be, and is hereby appointed
 and made successor in trust to said party of the second part under
 this deed for the purpose hereinafter expressed, with the same power
 and authority as said Trustee) and H. J. Page 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 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: Commencing at the South
 west corner of the south east quarter of Section No. One (1) running
 thence North Forty (40) rods; Thence East Forty rods; thence South
 Forty (40) rods; thence West Forty (40) rods to the place of beginning in
 Township No. Thirteen (13) South of Range No. Nineteen (19) East of the
 sixth P. M. Containing Ten (10) Acres more or less.
 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 his 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, Nevertheless, And these presents are made expressly upon condition
 as follows, to wit: That Whereas, The said Horea E. Nelson is justly
 indebted unto the said party of the third part in the sum of Eight
 Hundred Dollars according to the tenor and effect of one certain
 promissory note of even date herewith duly executed by the said
 Horea E. Nelson 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 from the date of said promissory note until

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