the City of Lawrence
To have and to hold the said described premises together with all the rights privileges hereditaments and appurtenances thereunto belonging 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 their heirs executors 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 towit
That Whereas The said Mary Jane McCullough and Zenas B. McCullough justly indebted unto the said party of the third part in the sum of Five Thousand Dollars according to the tenor and effect of a certain promissory note of even date herewith duly executed by the said Mary Jane McCullough and Zenas B. McCullough and payable in 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 the said principal sum is fully paid interest being payable semi annually on the first days of March and September in each year according to and upon presentation of coupons or interest notes therefor thereunto attached Both Principal and interest being payable at Bank of Gilman Son & Co New York City all appraisement and Stay laws waived and if default be made in the payment of any interest note or any portion thereof for the space of ten days after the same shall have become due and payable then all said principal and interest notes shall at the option of the said party of the third part or the legal holder of said promissory note become and be at once due and payable without further notice
Now If said party of the first part their heirs executors or administrators shall well and truly pay or cause to be paid unto the said party of the third part or the legal holder of said promissory note the principal sum therein mentioned with the interest to accrue thereon as the said principal and interest become due and payable by the tenor and effect of said note and shall also repay to said party of the second part or his successors in trust and to the said party of the