

THIS DEED, Made and entered into this 20th day of January Nineteen Hundred and Sixteen by and between Newton Chesbrough and Ella A. Chesbrough husband and wife of the County of Howell, State of Missouri, parties of the first part, T. R. Burns, party of the second part, and The State Bank of Willow Springs of the County of Howell, 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, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, the following-described Real Estate, and all improvements thereon, situate, lying and being in the County of Douglas and State of Kansas, to-wit:

The west half $\frac{1}{2}$ of the Northeast quarter $\frac{1}{4}$ of the Southeast quarter $\frac{1}{4}$ of Section Twenty one (21); also beginning 40 rods West of the Northeast corner of the Southeast quarter $\frac{1}{4}$ of Section twenty one (21) thence South ten (10) rods, thence East ten (10) rods thence North ten (10) rods, thence West ten (10) rods to the place of beginning; also the West half $\frac{1}{2}$ of the South-east quarter $\frac{1}{4}$ of Section Twenty one (21) All in Township Twelve (12) Range Nineteen (19) East of the Sixth Principal Meridian.

Subject to prior Mortgage of \$500.00.

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, Newton Chesbrough and Ella A. Chesbrough, the said parties of the first part has this day made, executed and delivered to the said party of the third part their Promissory Note of even date herewith, by which they promise to pay to the said State Bank of Willow Springs or order, for value received, \$225.00 Dollars, one note for Two hundred and twenty five dollars Dated January 20th 1916 Due Sixty days after date with interest from date at the rate of 8 per cent per annum.

Now Therefore, if the said parties of the first part, or any one of 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 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 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 Court House door in the Town of Lawrence, Douglas 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 Town of Lawrence and upon such sale shall execute and deliver a Deed in fee simple of the property sold to the purchaser thereof, and receive the proceeds of said sale, and any statement of facts or recital by the said Trustee, in relation to the nonpayment of the money secured to be paid, the advertisement, sale, receipt of the 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 costs and expenses of executing this Trust, including legal compensation to the Trustee for his services; and, next, he shall apply the proceeds remaining over to the payment of 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 parties 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 have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of,
D. H. Fleming
C. H. Burghard.

his
Newton X Chesbrough (SEAL)
mark.
Ella A. Chesbrough (SEAL)

State of Missouri, County of Howell, SS.

On this 20th day of January 1916 before me personally appeared Newton Chesbrough and Ella A. Chesbrough, 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 Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in Willow Springs the day and year first above written.

My term of office as Notary Public will expire March 14 1918

(SEAL)

Daniel Fleming, Notary Public.

Recorded Jan'y 21st, A.D. 1916, at 10:30 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Nebel
Deputy.

See Release for Book 57 Page 351