

counted as principals. And whereas the said party of the first part is desirous of securing the prompt payment of said promissory notes and the interest that may accrue thereon in whose hands ever the same may be, Now Therefore the said party of the first part in consideration of the premises and for the purpose aforesaid and in the further consideration of one dollar to her in hand paid by the said party of the second part the receipt whereof is hereby confessed has and hereby does grant bargain sell and convey unto the said party of the second part in trust forever all the lands and premises situate in the County of Douglas and State of Kansas known and described as follows to wit;

The East half of the South West quarter Section Twenty four (24) Township No. Fourteen (14) Range Thirtieth (19) East To have and to hold the same together with all and singular the tenements hereditaments privileges and appurtenances thereunto belonging to the said party of the second part or upon his failure to act to his successor in trust forever. On Trust nevertheless That in case of default in the payment of the said promissory notes or any part thereof or the interest thereon according to the tenor and effect of said notes or in case of the breach of any of the covenants and agreements herein mentioned then on the application of the legal holder of said promissory notes or either of them to sell and dispose of the said premises and all the right title benefit and equity of redemption of the said party of the first part here heirs and assigns therein at public auction at the Court House door in the County of Douglas in the State of Kansas or on said premises or on any part thereof as may be specified in the notice of such sale for the highest and best price the same will bring in cash four weeks notice having been previously given of the time and place of such sale by advertisement in any newspaper at that time published in said last named County and to make execute and deliver to the purchaser or purchasers at such sale good and sufficient deed or deeds of conveyance for the premises sold and out of the proceeds or avails of such sale and the purchase money paid thereon after first paying all costs of advertising sale and conveyance including the reasonable fees and commissions of said party of the second part and all other expenses of this trust including all moneys advanced for insurance, taxes and other liens or assessments with interest