

lying North of Coon Creek all in Township No. Thirteen (13) South of Range No. Eighteen (18) East of the Sixth P. M. Containing in all One hundred and Seventy-three (173) 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 their 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 Daniel H. Bailey and Asenath Bailey are justly indebted unto the said party of the third part in the sum of Twenty five Hundred Dollars according to the tenor and effect of one certain promissory note of even date herewith duly executed by the said.

Daniel H. Bailey and Asenath Bailey and payable five years after 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 October and April in each year according to and upon presentation of coupons or interest notes therefor therunto attached. Both principal and interest payable ^{at} Bank of Gilman Son & Co. New York City.

All appraisements 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 will and truly pay or cause to be paid unto the said party of the third part or the