

their undivided right, title, interest, estate, claim and demand whatsoever, both at law and in equity, in and to the lot of land first hereinabove described; together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining; to have and to hold all and singular the said premises unto the said Alice E. Freeman and her successors, heirs and assigns forever; in trust, nevertheless, to and for the following uses and purposes, to-wit:

- (1) To execute and deliver a deed conveying said land to the party of the second part in compliance with the provisions hereof;
- (2) To receive from the said party of the second part the note and mortgage for nineteen thousand dollars (\$19000.00) hereinabove referred to;
- (3) To borrow the sum of Four thousand dollars (\$4000.00) and to pledge said nineteen thousand dollar (\$19000.00) note and mortgage as collateral security for the payment of said sum of four thousand dollars (\$4000.00), with interest and attorney's fees, if any;
- (4) From said sum of four thousand dollars (\$4000.00) to pay all mortgages and judgements affecting the lot of land first hereinabove described, or affecting the undivided interests therein of any of the present owners thereof; together with all State, County and City taxes for the year 1913, and all street paving and side walk assessments, and all other liens and incumbrances of every sort affecting said property; the intention hereof being to provide a means whereby the title to said land may be cleared and said land conveyed to the party of the second part, free of all incumbrances;
- (5) To collect from the party of the second part all moneys paid by him on account of said note and mortgage and to give receipts therefor; and upon the payment in full of said note and mortgage, to deliver the same, marked paid, to the party of the second part, and to satisfy said mortgage of record; it being hereby agreed that said party of the second part shall have the right to sell said lot of land as a whole or in parcels for all cash or for part cash and the remainder on credit to such person or persons, at such time or times, and upon such terms as to him may seem advisable; and that the said Alice E. Freeman as Trustee, shall receive and accept from said party of the second part all cash proceeds of such sales and all first lien, purchase money mortgage given for the remainder of the purchase price of such sales ( provided the same mature in not more than four years after the date of the said nineteen thousand dollar (\$19000.00) mortgage, and that the parties of the first part are to receive not less than seventy-five dollars (\$75.00) per front foot cash on all sales which may be hereafter made by the party of the second part), and shall credit upon the said nineteen thousand dollar (\$19000.00) note and mortgage all such cash payments and purchase money notes and mortgages at their face value and shall forthwith release the lands so sold from the lien of said nineteen thousand dollar mortgage; provided that the party of the first part shall not be required to accept any purchase money mortgage which does not aggregate, together with the cash payment, at least one hundred and ninety (\$190) dollars per front foot.
- (6) To pay said four thousand dollar loan with interest and attorneys fees, if any, from the proceeds of sale paid over to her as such Trustee by the party of the second part.
- (7) To divide the surplus proceeds of sale among the said parties of the first part in the following proportions, to wit:

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Mrs. A.E. Freeman, seven thousand seven hundred and fifty dollars	\$7750.00
Mrs. L. Schwartz, four thousand dollars,	4000.00
Mrs. B. Kirchner, three thousand seven hundred	3700.00
G.W. Freeman, three thousand five hundred and fifty dollars	3550.00

It being understood and agreed, however, that the various shares assigned to the parties of the first part shall be charged respectively with the amounts paid by the said Alice E. Freeman, as Trustee, for the purpose of discharging liens upon the respective undivided interests of the various parties of the first part in said lot of land.

And the said Alice E. Freeman, Lydia M. Schwartz, George W. Freeman, Alice L. Nuessner and Bonnie Kirchner do hereby bind themselves and their heirs, executors and administrators to warrant and forever defend all and singular the lot of land first hereinabove described unto the said Henry T. Mills and his heirs and assigns against themselves and their heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, to the same extent as though said grantors were conveying said lot of land unto the said party of the second part directly by a deed jointly executed by all of said grantors and containing a covenant of general warranty.

And in the event of death or other disability of the said Alice E. Freeman, before the completion of the various duties hereby imposed upon her as Trustee, it shall be lawful for the surviving parties of the first part and for the personal representatives of such of the parties of the first part as may have previously died to nominate and appoint, by a writing to be duly recorded in the office hereinabove mentioned, a person or persons to succeed the said Alice E. Freeman as Trustee, to have all of the powers and duties hereby vested in the said Alice E. Freeman, and not fully exercised and performed by her at the time of her death and disability.

It is further agreed and understood that the party of the second part shall make deeds to lots one and two herein to the said Mrs. Alice Nuessner, and that instead of conveying lot No. 3 on Brown Street directly to all of said parties of the first part, that he shall convey the same to the said Alice E. Freeman, as Trustee in trust, to sell said lot in public or private sale to such person or persons as she may deem advisable, for cash, or upon such other terms as may seem proper, provided at least one third cash is paid thereon.

And it is further agreed that the provisions hereof shall extend to and bind the heirs, executors, administrators and assigns of the parties hereto, respectively.

And it is further agreed that the parties of the first part will pay the fees of their attorney for examining the title to the three lots of land last hereinabove described, and for drawing the deed, conveying to the party of the second part the lot of land first hereinabove described, and that the party of the second part will pay his attorney for examining the title to the lot of land first hereinabove described and for drawing the deed to the three lots of land last hereinabove described; and that the party of the second part will also pay for recording his purchase money mortgage for nineteen thousand dollars.

In witness whereof the parties hereto have set their hands and attached their seals to duplicate copies of this agreement on the day and year first above mentioned.

Signed, sealed and delivered

in the presence of:

Witnesses:

G.V. Stoeber,

Jas. H. Price,

As to the parties of the first part.

Mrs. Alice E. Freeman, (L.S.)

Mrs. Alice E. Grubbs, (L.S.)

Mrs. Lydia M. Schwartz, (L.S.)

George W. Freeman, (L.S.)

(Over)