

same becomes due, then this Mortgage be void, but if the said McBreun fails to pay off the said note and every part thereof, then the said parties of the second part or either of them, or the Marshal of Kansas City Court of Common Pleas shall have power to sell said property or so much thereof as is sufficient to satisfy said note and interest and expenses of sale, at public auction at the Court House door in the City of Kansas in Jackson County Missouri - by giving ten days notice of the time, place and terms of sale in some newspaper published in said city, and to apply the proceeds of sale to the expenses thereof and the stipulations of said note and interest on the amount due thereon.

In testimony whereof the said party of the first part has hereunto set his hand and seal the day and year above written.

P. McBreun ^{Seal}

State of Missouri
County of Jackson.

Be it Remembered that Patrick McBreun who is personally known to the undersigned a Justice of the Peace within and for the County aforesaid to be the person whose name is subscribed to the within and foregoing deed as a party thereto this day appeared before me and acknowledged that he executed and delivered the same as his voluntary act and deed for the uses and purposes therein contained.

Given under my hand this 4th day of January A.D. 1861.

Oliver B. Crossen J.P.

The foregoing Mortgage from Patrick McBreun to of Nelson was deposited and duly recorded in my office on the 5th day of January A.D. 1861.

Saml. J. Lucas Clerk
By Albert J. Young J.C.

XXX

This Deed made and entered into this 17th day of October A.D. 1860 between Alexander Majors and Susanna his wife parties of the first part and Alexander Street as trustee for the uses and purposes hereinafter specified party of the second part testifies that said parties of the first part for and in consideration of One Dollar in hand paid the receipt whereof is hereby acknowledged and the further consideration of the better securing of the debt and liabilities hereinafter mentioned

40 acres, S 1/2 of SW qr of S E qr. Sec 15. 20 acres, N E qr

Sec 22. 160 acres. N E qr of N W qr Sec 22. 40 acres, N W
qr of S E qr Sec 22. 40 acres, N W qr of N W qr Sec 24. 40
acres. All in Township 47, Range 30, County 700 acres.

Also the following Slaves to wit, Amos Adams about
45 years old, Henry about 45, John a blacksmith about
25, John yellow about 21 years, little John about 18
years, Charles about 30, Thomas about 21, Sarah about
30, Milly about 10. Also the following personal property
on the farm of said Majors, in said Jackson
County in the vicinity of Lone Jack to wit 5 Mules
and 6 cows, 3 wagons, all the plows & farming utensils
on said farm, Also the following personal
property on his two farms in Jackson County known
as the Moore farm and Peralt's farm to wit 11 work
mules, 4 work horses, 10 cows, 12 yearlings last spring
3 farm wagons, 1 Reaper, 18 plows, 100 bush of corn &c.

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On this however for the following purposes
To wit Whereas the said Alexander Majors is indebted to
undry persons as follows to wit to Miles W. Bradford
by note dated January 1st 1856, due 10 mos after date
for six thousand dollars, interest paid to Jan 1st 1861
on which of A. Lobb, James M. Hunter, and Wm. A. Russell are
sureties, Note to W. M. Bradford dated Jan 1st 1858, due
18 months after date for Five thousand dollars, interest
paid to 1st Jan 1861, Alex. Street & J. B. Yeager securities
Note to Wm. B. Pateet, dated April 18, 1859 @ 1 day for Five
hundred Seventy five Dollars or by \$40 Note to J. M.
Hunter dated January 2nd 1860, due Sept 1st 1860, for \$1300
A. Pateet, Sec, Note to Robert A. Foster dated May 19th 1859
due Nov 19th 1859 \$700, Note to Nancy Majors dated
April 18th 1859 @ One day for \$450⁰⁰, and Whereas
said Majors is co-security with Alex. Street & J. B. Yeager
for James Simmlay to David Wilder on two notes for about
\$1100 each dated over three years ago, Majors as such security
being liable for one third of said notes and that being
the amount intended to be secured hereby.

And whereas also said Majors has procured endorsements
as hereinafter set forth on the following paper To wit
J. B. Simpson's acceptance of Russell, Majors & Woodruff's draft
dated July 5th 1860 due at Commercial Bank New York
Nov 5th 1860 discounted at Independence for Five thousand
dollars \$5000 - Russell, Majors & Woodruff's note, July 5th 1860
due at Bank of Republic New York Nov 5th 1860
discounted at Independence for Five thousand dollars
\$5000 - C. O. C. & P. P. Express Co draft on J. B. Simpson
dated 25th 1860 favor of A. Majors endorsed by
Russell, Majors & Woodruff, discounted at Independence
for Five thousand dollars \$5000 - C. O. C. & P. P. Express Co
draft on J. B. Simpson dated Sept 1st 1860

in New York for Two Thousand Dollars each

Notes which said three Bills and three Notes are also endorsed by S. Deets & J. J. Herr & C. W. Bryant, some of them being in one and some in another of said bills and notes

Now if the said Major shall pay off or cause to be paid off all and each of the debts hereinbefore specified and described for which he is bound and every part thereof, according to the time, tenor, meaning and effect of the same, and release each and all his aforesaid securities and endorsers from all liability by reason of their being in any way bound for him, or any of the aforesaid debts, or repay them all they may pay for him by reason of their being securities or endorsers &c for him as aforesaid, on or before the 1st day of July 1861, then this conveyance shall be void, and the property hereby conveyed shall be released at the cost of the said party of the first part.

But if the said Major shall not well and truly pay off or cause to be paid off all and each of the debts hereinbefore specified and set forth as owing by him, whether in Bill of Exchange, note, account or otherwise, and every part thereof according to the time, tenor, meaning and effect thereof, and shall not release each and all the said parties bound for him on the aforesaid debts respectively as security, endorser or otherwise from all liability, or shall not repay such securities and endorsers any amount they or any of them may pay for him by reason of their being bound for him as aforesaid, on or before the 1st day of July next, then this conveyance shall be and remain in full force and effect and the said party of the second part, or his heirs, assigns, executors, administrators, or assigns, shall proceed to sell the property hereby conveyed or any part thereof at public outcry at the Court House, in Independence, or at any other place in said Jackson County he may think best to the highest bidder either for cash or on short credit not exceeding six months as he may think best, first giving thirty days notice of time, place and terms of sale, and of the property to be sold, by advertisement published in some newspaper published in said County of Jackson, it being however expressly provided that if thought best at any time after the execution hereof, the said party of the second part may proceed to sell any of the property hereinbefore conveyed at private sale to such persons and on such terms as he may deem best, whether for cash or credit, not exceeding the terms provided for

closing this trust by public sale, the proceeds of any
 property when sold to be applied as hereinafter
 provided, and upon such sale or sales whether made
 publicly or privately and the payment of the purchase
 money the said party of the second part shall execute
 and deliver a deed or deeds or bills of sale for the
 property sold to the purchaser thereof, and any
 statement of facts or recital by the said trustee in
 relation to the assignment of the money secured
 to be paid, the advertisement, sale, receipt of the money
 or other matter touching the execution of this trust
 shall be received as prima facie evidence of such
 facts, and out of the proceeds of such sale or sales the
 said trustee shall pay first the cost and expenses of
 this trust and next pro rata, or whatever shall
 remain in arrears and unpaid on any of the debts
 hereinbefore specified, and on such amounts as may
 have been paid or assumed by any of the securities
 of said Major in any of the aforesaid debts, and as on
 unpaid all the debts and liabilities herein secured shall
 be paid; and the remainder of any shall be paid
 to said party of the first part or his legal representa-
 tives.

And it is hereby expressly provided that in the
 event of said Alexander Street's death or his inability
 or failure to act before this trust is fully executed then
 Chris C. Rising is hereby fully authorized and em-
 powered to carry out this trust so far as the same
 shall be unexecuted, and he is for that purpose
 hereby fully authorized to do any and all things
 connected with this trust that Street could do.

In witness whereof the said parties of the first
 part have hereunto set their hands and seals
 the day next year first above written.

Alex. Majors -

(Seal)

State of Missouri
 Jackson County

Be it Remembered that Alexander
 Majors who is personally known to the undersigned
 Clerk of the Circuit Court within and for the
 County aforesaid to be the person whose name is
 subscribed to the foregoing Deed of Trust as a party
 thereto, this day appeared before me and acknowledged
 that he executed and delivered the same as his
 voluntary act and deed, for the uses and purposes
 therein contained, In witness whereof I hereunto set
 my hand and affix the seal of said Court at office in
 Independence this 19th day of October A. D. 1864.

Court's Seal
 J. Lucas Clerk

The foregoing Deed of Trust and acknowledgment.

Therein from Alexander Majors to Alexander Street was deposited and duly recorded in my office on the 1st day of January A.D. 1861
Samuel A. Lucas Clerk
By Albert J. Young & Co

This Deed of Trust made and entered into this 19th day of October A.D. 1860 between Alexander Majors and Susan & his wife of the first part and Alexander Street as trustee and his successor as hereinafter specified, party of the second part
Witnesseth,

That for and in consideration of securing the debts hereinafter referred to and specified, the said parties of the first part have granted, bargained, sold, sold and conveyed, and by these presents do grant, bargain, sell and convey unto said Street of the second part and his successor in Trust, all and singular the real estate and personal property described in a Deed of Trust hereinafter by said Alex Majors to said Street dated October 17th 1860 and acknowledged on the day first aforesaid but for hereto, to which said Deed of Trust reference is made for a description of said property and said description made part of this deed.

To Have and to hold the property hereby conveyed to the said Street and his successors in Trust forever to the priority of the aforesaid deed of Trust, and Trust for the following purposes To wit: Whereas the said Majors is indebted to divers persons as follows to wit:

Note to W. A. Scroggs	Sept 7th 1860 @ 1 day for	\$150.00
" " Thomas Smith	Sept 17th 1860 @ 1 day	50.00
" " S. W. Wideman	" " " "	33.00
" " W. S. Nicholas	" " " "	187.75
" " W. Kansas City Land Co	Aug 25/60 @ 60 days	894.30
" " J. S. Church & Co	" 25/60 " 30 "	175.00
" " C. A. Perry & Co	Apr 23/60 " 7 Mos	3000.00
" " Merce County & Co	May 24/60 " 6 "	310.00
" " Sater Price & Co	" " " 6 "	850.00
" " Charles Pratt & Co	" 24 " 6 "	465.35
J. B. Yager acc'pt of J. Serris d'ft	Aug 8 " " 3 "	1600.00
Note to M. E. & M. Lass for Serris	July 1/60 " 4 Mos	154.00
" " Ranger & Munch	Aug 13 " " 90 days	2420.00
" " Menely Ruggell & Co	" 1 " " 90 days	1517.55
" " J. S. Church & Co	Oct 1/60 " 30 "	1000.55
" " Chase & Co	Jan 12/61	1600.00
Receipt of J. Serris d'ft for J. Serris	Aug 9 " 4 Mos	2000.00
Note to Samuel & P. H. Smith	Sept 7th 1860 @ 1 day	258.63