

College request same, the said land to be used for the College site and campus.

The parties of the first part guarantee that they have a good and indefeasible title in fee simple in and to said lands and hereby warrant the title to the same against the claims of all persons whomsoever.

It is understood and agreed that work shall be commenced on the College Building on said twenty (20) acre tract of land within four months from the time this deed of trust is made and parties of the second part or the proper authorities of the College must have at least Seventy five Thousand (\$75,000.00) dollars invested in college buildings and improvements within two (2) years from this date and (\$50,000.00) more within ten (10) years from ^{then} this date.

It is further agreed and understood that after said twenty (20) acre tract of land shall have been used for College purposes for a period of ten (10) years if there has not been expended upon buildings and improvements upon the said tract of land a sum of one hundred and fifty thousand dollars (\$150,000.00), and the property should cease to be used for Henry Kendall College for the period of one year the title to said tract of twenty 20 acres shall revert to the parties of the first part their heirs and assigns, unless the parties of the second part or their heirs and assigns shall have paid over to the parties of the first part the sum of ten thousand dollars.

And I, Harriet P. McLoe wife of the said Edward McLoe for the uses, purposes and considerations above mentioned hereby release and relinquish to the said W. D. North Trustees, all my right of claim and demand in and to the said land.

Witness our hands and seals this 24th day of November 1877
Edward McLoe
Harriet P. McLoe