

52634 BOOK 106

TRUST AGREEMENT AND MORTGAGEThis Indenture, made the fourteenth day of June,in the year of our Lord One Thousand Nine Hundred Fifty-four.THE WESLEY FOUNDATION AT THE UNIVERSITY OF KANSAS, a religious corporation  
between Methodist Church of~~under the laws of the State of~~ Kansasin Lawrence,County of DouglasMortgagor, party of the first part, and the  
"Division of National Missions of the Board of Missions of the Methodist Church," a corporation  
under the laws of the State of New York, Mortgagee, party of the second part:

**Witnesseth, that,** Whereas, the party of the first part does hereby represent and declare that it has acquired title to, and does now hold, the premises hereinafter described, and that said premises shall be held, kept, maintained and disposed of as a place of Divine Worship for the ministers and members **and related activities of a center for students** of the Methodist Church or as a place of residence for the traveling preachers of the Methodist Church, subject to the Discipline, usage and ministerial appointments of said Church, as from time to time authorized and declared by the General Conference of said Church, and the Annual Conference within whose bounds the said premises may be situated; and

**Whereas,** the said party of the second part, in consideration of the usages and purposes to which said premises are devoted, as herein declared, has granted aid in the form of a conditional donation in the amount of Fifteen Thousand & <sup>no</sup>/<sub>100</sub> Dollars,  
to be secured and repaid as hereinafter set out:

**Now,** the party of the first part, in consideration of the foregoing, does for itself and its successors hereby promise and agree to and with the said party of the second part, that in case the said party of the first part shall cease to be connected with the Methodist Church, or its successor, or the corporate existence of the said party of the first part shall cease, or the property hereinafter described shall ever hereafter be alienated from the Methodist Church, or cease to be used for or be devoted to other uses and purposes than the uses and purposes set forth herein, then, the said party of the first part shall and will forthwith repay to the party of the second part, the successors or assigns thereof, the said amount with lawful interest thereon, from the date of the aforesaid alienation, dissolution or abandonment.