

to or proximately or remotely arising from, the act or default requested; and even with indemnity it shall not be bound to recognize any person as a bondholder, or act on his request, until he shall have submitted his bonds for inspection and satisfactorily proved his title thereto if disputed, the provisions of this and the preceding article are the conditions upon which the Trustee accepts its trusteeship, and are paramount to all other provisions herein contained.

Article IX. The party of the first part, shall from time to time, and at all times hereafter, and as often as thereunto requested by the party of the second part, its successor or successors, execute, acknowledge and deliver all such further deeds, conveyances, instruments and assurances in law for the better assuring to the party of the second part, its successor or successors in the trust hereby created, upon the terms herein expressed, all the property, real personal and mixed, and things whatsoever, which may now be held and owned, or may be hereafter acquired, for use in connection with said waterworks, and all franchises now held, as by the party of the second part, its successor or successors or by counsel learned in the law shall be reasonably advised or required.

Article X. This grant and conveyance is upon the express condition that until some default shall be made in the performance and observance of all the conditions, obligations or requirements herein contained, the said party of the first part shall be permitted to possess, manage, operate and enjoy all the said lands and premises, property and franchises hereinbefore described, and that upon the payment in full of said bonds and the interest due thereon, then this conveyance shall cease, determine and be void, and the title to all the property hereby conveyed, shall revert in the party of the first part, its successors or assigns, without any reconveyance whatever.

In Witness Whereof, The said party of the first part has caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President and Secretary; and the said party of the second part has also caused its corporate seal to be hereto affixed, and the same to be attested by the signatures of its President, and Secretary, the day and year above written.

(L.S.)

The City Water Company of Lawrence,

By Henry Hisdale

President

Attest John M. Walker

Secretary

American Loan Trust Company,

By

President

Attest

Secretary

This document is intended to be filed in the public records of the City of Lawrence, Kansas, for which it is hereby released, and after its release and discharge.