

Whereas, no trustee has been appointed by said Bondholders, and
Whereas, the Board of Directors of said Telephone Company did by resolution authorize and direct its officers to name and appoint the Commerce Trust Company, of Kansas City, as trustee under said indenture and to succeed the Commonwealth Trust Company.

Now, Therefore, The Lawrence Home Telephone Company does hereby appoint the Commerce Trust Company, of Kansas City, Missouri, as trustee under said indenture of July 1st, A.D. 1905, to succeed the said The Commonwealth Trust Company as trustee.

In Witness Whereof, the said The Lawrence Home Telephone Company has caused this instrument to be executed by its President and attested by its Secretary, and its corporate seal to be hereto affixed this 13th day of May 1916.

(CORP. SEAL)

The Lawrence Home Telephone Company
By Theodore Gary, President

Attest: H. L. Snider, Secretary.

State of Missouri, County of Jackson, SS.

On this 13th day of May, 1916, before me appeared Theodore Gary and H. L. Snider to me personally known, who being by me duly sworn, did say that they were President and Secretary of The Lawrence Home Telephone Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Theodore Gary and H. L. Snider acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year first above written.
My commission expires June 4, 1916. (SEAL) Etta Whitescarver, Notary Public.

— Acceptance of Trustee—

Know All Men By These Presents, That the Commerce Trust Company, a corporation organized under the laws of the State of Missouri, with its chief office in the City of Kansas City, Missouri, does hereby accept the appointment made by The Lawrence Home Telephone Company of it, the Commerce Trust Company, as trustee, and as successor as trustee to The Commonwealth Trust Company under an indenture made the 1st day of July A.D. 1905, between The Lawrence Home Telephone Company and The Commonwealth Trust Company.

In Witness Whereof, the Commerce Trust Company has caused this instrument to be executed and acknowledged by its President and attested by its Assistant Secretary and its corporate seal to be hereto affixed by order of its Board of Directors this 28th day of July 1916.

(CORP. SEAL)

Commerce Trust Company
By W. T. Kemper, President.

Attest:

Geo. H. Ruddy, Asst. Secretary.

State of Missouri, County of Jackson, SS.

On this 28th day of July, 1916, before me appeared W. T. Kemper and George H. Ruddy, to me personally known, who being by me duly sworn, did say that they were President and Assistant Secretary of the Commerce Trust Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. T. Kemper and George H. Ruddy acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal at my office in Kansas City, Missouri, the day and year first above written.
My Commission expires March 5th 1919. (SEAL) Ethel Spence, Notary Public.

Recorded August 5th A.D. 1916 at 9:45 o'clock A. M.

Hayes L. Lawrence
Register of Deeds.

This Indenture, Made this 4th day of August A. D. 1916, between Mrs. Mary Zimmerman, a widow, of the county of Douglas and State of Kansas, party of the first part and Farmers State & Savings Bank, a corporation under the laws of the state of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:- All of Lot Number Eight (8) in Hosford's First Addition to the city of Lawrence, Kansas.

To Have and To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenants that at the delivery hereof she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she will Warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Three Hundred and no/100 Dollars on the 4th day of August A.D. 1921, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 4th day of February and August in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and payable, according to the tenor and affect of a certain promissory note, and ten coupon interest notes there-to attached bearing even date herewith, executed by the said party of the first part and payable to the party of the second part or its order at the office of said com-

Recorded June 23 1916

Shoemaker

1916

25

day

of

the

month

of

the

year

1916

at

the

office

of

the

Register

of

Deeds

of

the

County

of

the

State

of

Kansas

(copy paid)

My Stamp with Farmers Bank

1916

at

the

office

of

the

County

of

the

State

of

Kansas