

## DEED OF TRUST.

This Indenture, made this 30th day of April, 1918, between William A. Dunn and Elizabeth Dunn, his wife, both of the City of Lawrence, County of Douglas, State of Kansas, parties of the first part, and the Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, party of the second part,

Whereas, at the special instance and request of the said parties of the first part, and upon the express condition that this mortgage of indemnity be given, the said party of the second part has executed, or is about to execute, a certain bond in the penalty of Four thousand three hundred (4,300.00) Dollars, dated, or to be dated on or about the 30th day of April 1918, in favor of School Board of District No. 42, Jefferson County, Williamstown, Kansas, on behalf of William A. Dunn, conditioned for the providing of all the materials and performance of all the work for the erection and completion of a school building for said School Board, as shown by the contract and the drawings and specifications prepared by Thos. W. Williamson & Co., Architects, Topeka, Kansas. Also, a certain other bond in the penalty of Four thousand three hundred (4,300.00) Dollars, dated or to be dated on or about the 30th day of April, 1918, in favor of the State of Kansas, on behalf of William A. Dunn, and conditioned for the payment of all bills for labor and material used in the work mentioned,

Now, therefore, this indenture witnesseth, that the said parties of the first part, in consideration of the premises and of the sum of One dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: All that lot and parcel of land,

Commencing at a point in Locust Street in North Lawrence, Douglas County, Kansas: twenty (20) rods south of and Thirty-nine (39) rods six and a half (6½) feet east of the north west corner of north west quarter (¼) of south west frac. quarter (¼) section twenty-nine (29), township twelve (12), Range twenty (20) East of 6th P.M.; thence west sixty (60) feet; thence north ten (10) rods; thence east sixty (60) feet; thence south ten (10) rods to place of beginning;

Also, all that lot and parcel of land commencing at a point in Locust Street in the city of Lawrence, Douglas County, Kansas, 20 rods south and 39 rods 6½ feet East of N.W. Corner of N.W. ¼ of SW. ¼ of section 12, Range 20; thence running West 60 feet; thence north 10 rods; thence East 60 feet; thence South 10 rods to place of beginning.

Also, that lot and parcel of land described as follows: commencing at a point on the north line of Locust Street in North Lawrence, in the City of Lawrence, Douglas County, Kansas, being the southwest corner of a small tract of land deeded by S. K. Hook and wife to W. A. Dunn, recorded in Deed Book 97, Page 120, of the records of the said Douglas County, thence in a westerly direction along the North line of Locust Street 50 feet, thence North 330 feet more or less to the South line of Maple Street, thence in an Easterly direction along the south side of Maple Street 50 feet to the Eastern boundary of the land owned by S. K. Hook, thence south 330 feet more or less to the place of beginning.

To have and to hold the same, together with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are lawfully seized in their own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances that they have a good right to sell and convey the same; and that they will warrant and defend the title to said premises unto the said party of the second part, its successors or assigns, against the claims and demands of all persons whomsoever.

Said parties of the first part agree to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

Said parties of the first part agree to keep the buildings erected and to be erected on said premises or any part thereof insured in some insurance company that is satisfactory to the said party of the second part, in the sum of One thousand five hundred Dollars, and cause the policy for such insurance to be assigned and delivered to the said party of the second part as collateral security.

Now, if the said parties of the first part, their heirs, executors or administrators, shall well and truly indemnify the said party of the second part, its successors and assigns, and keep it always indemnified, from and against any and all loss, liability, costs, damages, attorneys' fees and expenses of whatever nature or kind which the said party of the second part may sustain, incur or be put to, for, or in consequence of executing said bonds, in investigating any claim made thereunder, and in defending or prosecuting any action or proceeding which may be brought by or against the said party of the second part in connection therewith, and shall pay annually in advance, on the 30th day of April, as long as liability under said bonds shall continue, the premium or charge of One hundred twenty-seven and 86/100 Dollars, made by the said party of the second part for executing said bonds, and shall fully perform and comply with each and every one of the conditions and agreements herein contained, then this conveyance shall be void, and the said party of the second part shall, upon being furnished with evidence satisfactory to it that all liability under said bonds has terminated, release this mortgage at the cost of the said parties of the first part; but in case of default in indemnifying the said party of the second part as aforesaid, or paying said premium or failure to perform or comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect and become absolute, and this mortgage may be immediately foreclosed according to the laws as they now are and said premises sold for the payment of the full amount due hereunder, with interest and costs.

*See Release for Book 65, Page 62.*