

negotiation thereof, and for the purpose of securing and guaranteeing the performance of all other covenants and agreements to be kept and performed by the Association as hereinafter expressed, to-wit:

- A. To secure and guarantee that the Association will, when the same becomes due, pay the principal and interest on the notes and mortgages on the real estate herein described and now of record, to the Central Trust Company of Topeka, Kansas.
- B. To secure and guarantee that the Association will insure the property herein described in favor of the Trustee for the benefit and security of the holder or holders of said bonds against loss or damage, by fire, lightning, tornado, wind storm or gas explosion, to the amount of all outstanding liens, in such insurance companies as the Trustee may direct, and maintain and pay the premiums for such insurance during the continuance of this loan.
- C. To secure and guarantee that the Association will in due time pay the taxes and assessments of all kinds, that may be levied and assessed upon said premises.
- D. To secure and guarantee that in the event the Association shall fail to pay the first mortgage and interest thereon as the same becomes due to the Central Trust Company of Topeka, Kansas, or fails to keep the premises insured by paying all premiums as the same become due, against loss or damage by fire, lightning, tornado, windstorm or gas explosion, or fails to pay any and all taxes and assessments, as the same become due, then and in such event or events, the bond holders or any of them, may pay such sums as may become due on the first mortgage or interest thereon, or insurance premiums, or taxes, and such amounts so paid shall be secured by this trust deed.

The Association hereby covenants and agrees that it will keep and perform all of the covenants and agreements by it to be done and performed as herein expressed; that it is now the lawful owner of the above described premises, and that same are free and clear of all incumbrance, except a first mortgage dated September 11th, 1925 to the Central Trust Company of Topeka, Kansas, as security for the payment of Thirty Thousand (\$30,000.00) Dollars, due in five (5) years, with interest at six (6) percent per annum, and a commission mortgage accompanying the same for Fifteen Hundred (\$1500.00) Dollars, and that it will warrant and defend the title to said premises, except as to the mortgages above mentioned.

NOW, THEREFORE, if the said Association shall pay or cause to be paid, all sums of money as the same shall become due and payable according to the terms of said bonds and the coupons thereunto attached, and shall keep and perform all and singular, the several covenants and agreements, as herein set forth, then this trust shall cease and be void, and the property herein conveyed shall be released at the cost of the Association, by the Trustee, who is hereby empowered and authorized to execute such release, but if the said bonds or the said coupons, or any part thereof, be not paid when the same shall become due and payable, or if default be made in the fulfillment of the aforesaid covenants and agreements, or any of them, then the Trustee is hereby expressly authorized to foreclose and sell the said real estate herein conveyed, according to law.

The Association hereby appoints the Merchants National Bank of Lawrence, Kansas, its agent for the transfer, registration and payment of said bonds, and to foreclose the same if there be default in the payments as herein and in said bonds provided, and agrees that it shall be reimbursed for its service as such agent.

The Merchants National Bank of Lawrence, Kansas, hereby accepts the trust herein created, but under the express conditions that it shall be no part of the duty of the Trustee to record or file this Indenture, nor shall it be any part of its duty to effect insurance upon the mortgaged property or to renew the same, or to keep itself informed of the payment of taxes or assessments that may be imposed upon the property, or to require the payment of such taxes or assessments, or to be responsible for the performance by the Association of any of the agreements and covenants to be done and performed by the Association.

All the terms and provisions hereof, bind and are for the benefit of the Heirs, Executors, Administrators, Trustees or Assigns of the several parties.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be hereunto subscribed by their respective officers, duly authorized, and their respective corporate seals to be affixed, attested by their respective Secretaries on the day and year first above written.

THE ASSOCIATION OF SIGMA OF GAMMA PHI BETA.  
BY Lucile R. Ellsworth, President.

Attest:  
Marian Ross Secretary.

Corp. Seal

THE MERCHANTS NATIONAL BANK OF LAWRENCE, KANSAS,  
TRUSTEE.  
BY W. F. March, Vice-President.

Attest:  
F. C. Whipple, Secretary.

Corp. Seal

State of Kansas, County of Douglas,) SS.

On this 3rd day of October, 1925, before me the undersigned C. B. Holmes a Notary Public within and for said County and State, personally appeared Lucile R. Ellsworth to me personally known, who being by me duly sworn, on oath says, that she is the President of The Association of Sigma of Gamma Phi Beta, a corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation by the authority of its Board of Directors, and said Lucile R. Ellsworth acknowledged said instrument to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires April 20, 1929.

C. B. Holmes, Notary Public,  
L. S.

Rec. No. 1224

Fee Paid \$16.00 From

To Edward Drennon and wife

Bankers Life Insurance Company

MORTGAGE

State of Kansas, Douglas County, SS.  
This instrument filed for record  
November 5, 1925 4:00 P. M.

Lucile R. Ellsworth  
Register of Deeds.

THIS INDENTURE Made November 4, 1925 between Edward Drennon and Eva Lee Drennon, his wife of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Sixty five

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