

therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

John Van Lindley
Gladys Lindley

In presence of
Adolph Lotz Jr.

State of Kansas)

Douglas County) ss: On this 18th day of October A.D. 1926, before me personally appeared John Van Lindley and Gladys Lindley, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

L.S.

My Commission expires January 29, 1927.

Adolph Lotz Jr.

Notary Public in and for said County

From
Delta Zeta House & Building Corporation
To
Watkins Nat'l Bank,

State of Kansas, Douglas County, ss
This instrument filed March 17th 1927
at 3:20 P.M.

John C. Neelman
Register of Deeds

SECOND DEED OF TRUST.

This Indenture, made this 7th day of February, 1927, by and between THE DELTA ZETA HOUSE AND BUILDING CORPORATION, a Corporation duly organized and existing under the Laws of the State of Kansas hereinafter called "The Corporation", Party of the First Part, and THE WATKINS NATIONAL BANK, of Lawrence, Kansas, as Trustee, hereinafter called "The Trustee", Party of the Second Part;

Witnesseth:

That Whereas; The corporation has the power and authority under its Charter, among other things, to purchase, build or acquire, hold and manage property both real and personal, to be used exclusively as an educational and literary hall and dormitory for the furtherance of educational, social, benevolent and charitable purposes and to mortgage the same for corporate purposes, and

Whereas, The Corporation has acquired and is now the owner of the real estate hereinafter described, the same being acquired for and now being used as a sorority house and for the purposes for which the corporation was incorporated, and

Whereas, By a resolution unanimously adopted at a meeting of the Board of Directors of the Corporation duly and regularly held on the 15th day of January 1927, it was resolved to borrow in the name of the corporation, eight thousand (\$8,000.00) Dollars for the purpose of paying a portion of the purchase price of said real estate and for other legitimate and proper purposes, and for such purposes to execute and sell bonds of the corporation, executed in its name by its corporate officers to the amount of Eight Thousand (\$8,000.00) Dollars in such denomination and form and on such terms as the Board of Directors shall determine, and to cause to be executed in the name of the Corporation and under its corporate seal, a second mortgage or Deeds of Trust upon the real estate hereinafter described, to secure the payment of said bonds on such terms and conditions as the Board of Directors may determine, and

Whereas, said Board of Directors by a unanimous vote did resolve and determine that the corporation issue and dispose of bonds for Eight Thousand (\$8,000.00) Dollars to be known as Real Estate Bonds of The Delta Zeta House and Building Corporation, said bonds to be numbered from One (1) to eighty (80) both inclusive and to be each for the sum of One Hundred (\$100.00) Dollars. That all of said bonds bear date of March 1, 1927 and become due on March 1, 1937, and bear interest at the rate of six per cent (6%) per annum payable semi-annually, interest to be evidenced by proper coupons thereto attached. That said bonds be issued in the usual form payable to bearer or if registered, to the registered holder thereof at The Watkins National Bank of Lawrence, Kansas, and registered by The Trustee when sold.

Now Therefore, The corporation, party of the first part in consideration of the premises and covenants herein contained and of the sum of One (\$1.00) Dollar to it in hand paid by the said The Trustee receipt of which is hereby acknowledged and in order to secure the payment of principal and interest of the bonds herein mentioned, does by these presents, Grant, sell, bargain and convey unto The Trustee, party of the second part, the following described real estate situated in Douglas County, Kansas, to-wit:

Lots number eleven (11) and twelve (12) in Block thirteen (13) in Lane's second Addition to the city of Lawrence, Kansas.

To Have and to Hold the above described and granted premises together with the improvements, rights privileges and appurtenances thereto to the said The Trustee, Party of the Second part and unto its successor in this Trust and unto its grantees and assigns forever,

In Trust However, to secure for the equal and proportionate benefit and security of the holder or holders of any and every of said bonds and interest coupons, and for the enforcement of the payment thereof without preference to any of said bondholders by reason of priority as to time of issue or 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 Corporation as hereinafter expressed, to-wit:

A. To secure and guarantee that The Corporation will, when the same become due, pay the principal and interest on the note and mortgage on the real estate above described and now of record in the principal sum of \$9,000.00 to The Central Trust Company of Topeka, Kansas.

B. To secure and guarantee that The Corporation will insure the property above 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 or windstorm to the full amount all outstanding liens, in such insurance company, or companies as The Trustee may direct or approve, and maintain and pay the premiums for such insurance during the continuance of this loan.

C. To secure and guarantee that The Corporation will in due time pay any taxes and assessments of all kinds that may be legally levied and assessed against said real estate.

D. To secure and guarantee that in the event The Corporation shall fail to pay the first mortgage and interest thereon as the same become due, or fail to keep the premises insured by paying all the premiums as the same become due, or fail to pay any and all taxes and assessments as the

Recorded March 22, 1927

Elie E. Armstrong
Notary Public in and for the State of Kansas
My Commission expires January 29, 1927

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