

same become due as above provided, then in either or any of such events, the bond holders or any of them, may pay such sums as may be in default on the first mortgage or interest thereon, or insurance premiums, or taxes, and such amounts so paid by said bondholders shall be added to and become a part of the indebtedness secured hereby, and shall be secured by this Deed of Trust.

The Corporation hereby covenants and agreed that it will keep and perform all 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 and granted premises, and that the same are free and clear of all incumbrances, except a certain First Mortgage to The Central Trust Company of Topeka, Kansas, executed as security for the payment of the sum of Nine Thousand (\$9,000.00) Dollars, dated October 1, 1927 and due October 1, 1936 with interest thereon at six (6%) percent per annum and a certain commission Mortgage accompanying the same for Nine Hundred (\$900.00) Dollars and a certain commission Mortgage accompanying said premises except as to the Mortgages above mentioned.

Now Therefore; If the corporation 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 thereto 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 Corporation by the Trustee, who is hereby authorized and empowered 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 declare the entire sum due and payable without notice, and to foreclose and sell the said real estate herein conveyed according to law. Should any such default occur as aforesaid then upon the written request of at least eighty per cent (80%) in amount of the bondholders, The Trustee shall forthwith institute and diligently prosecute proceedings in foreclosure.

The corporation hereby appoints the said The Watkins National Bank of Lawrence, Kansas, its agent for the transfer, registration and payment of said bonds, and to foreclose the said Deed of Trust if there be default in the payments as herein and in said bonds provided.

The Watkins 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 Deed of Trust, nor to effect insurance upon the mortgaged property nor to renew the same, nor keep itself informed of the payment of taxes or assessments that may be imposed upon such property, nor to require the payment of the same, nor to be responsible for the performance by The Corporation of any of the agreements and covenants to be done and performed by the Corporation.

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 signed 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.

Attest: John P. Griffiths  
Secretary.

The Delta Zeta House and Building Corporation

By-George H. Geiger--President

The Watkins National Bank of Lawrence, Kansas

By-----President.

Attest:----- Cashier:

State of Kansas  
Leavenworth County SS

On this 7th day of Feb. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid personally appeared George H. Geiger to me personally known, who being by me duly sworn, on oath says: that he is the President of The Delta Zeta House and Building Corporation, and that the seal affixed to the foregoing deed of Trust is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors and the said George H. Geiger duly acknowledged said instrument to be the act and deed of said corporation for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

LS  
My commission expires Feb. 25th, 1929.

Robert A. Downing  
Notary Public.

From  
Baldwin Cemetery Co.  
To  
W.S. Daniels

#### ASSIGNMENT.

State of Kansas, Douglas Co. ss;  
This instrument filed March 18th,  
1927 at 9:10 A.M.

*Geo. E. Williams*  
Register of Deeds

(The following is endorsed on original instrument Book 52, Page 445)

KNOW ALL MEN BY THESE PRESENTS, That Baldwin Cemetery Co. a corporation, Douglas County, in the State of Kansas, the within-named mortgagee in consideration of Three Hundred Dollars to me in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto W.S. Daniels heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts, and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee has hereunto set its hand this 12 day of Dec. 1917.

Executed in presence of-- Baldwin Cemetery Co.

Chas. E. Beeks, Pres.  
Emma Beatty Sec.

(Corp Seal  
State of Kansas)

Douglas County ss; Be it Remembered That on this 14th day of Dec, 1917 before me Ethel Huff, a Notary Public in and for said County and State, came Chas. E. Beeks, Pres. Emma Beatty Sec. to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS.  
My Commission expires Aug. 7-1919.

Ethel Huff.  
Notary Public.