

SAML DOG NORTH STATIONERY CO KANSAS CITY MO 64114

for all duties that it may at any time perform in the discharge of the same (except such duties as shall be required by a bondholder connected with or growing out of the registration of bonds, which shall be paid by the bondholder) and all such proper outlays, fees and compensations, shall constitute a lien on the real estate covered by this Trust Deed.

The recitals herein contained and in said bonds are made on behalf of the party of the first part, and the party of the second part is not, and shall not be responsible for the correctness of any statement herein contained.

In case at any time it shall be necessary or proper for the party of the second part, or its successors, to make any investigation respecting any facts preparatory to taking or not taking any action or doing anything under this Trust Deed as such Trustee, the certificate of said party of the first part over its corporate seal, sworn to by its President or Secretary, shall be sufficient evidence of such fact to protect the said party of the second part or its successors in any action that it may take by reason of the supposed existence of such fact. In case of applications for certification of bonds, said The Columbia Title and Trust Company, shall, however, have the right, at its election, in each case, to make an investigation of the facts by an agent appointed by it, and the party of the first part shall pay the reasonable cost thereof.

ARTICLE XI

It shall be no part of the duties of the party of the second part to see to the recording of this indenture, as a Trust Deed or to do any other act which may be suitable and proper to be done for creating and continuing of the lien of this indenture, or for giving notice of the existence of such lien nor shall it be any part of the duty of the Trustee, to effect insurance against fire or other damage on any portion of the said real estate, or to renew any policies of insurance, or to pay any taxes or assessments on any of said properties.

ARTICLE XII

Said party of the second part and its successors shall have no responsibility as to the validity of this Trust Deed nor as to the execution or acknowledgement hereof, nor as to the amount or extent of the security afforded by the property covered by this Trust Deed, and the Trustee shall not be in any way liable for the consequences of any breach on the part of said party of the first part of the covenants herein contained, or for any other act or thing hereunder except its own wilful negligence or intentional wrongdoing.

ARTICLE XIII

The party of the first part hereto agrees that it will not at any time insist upon or plead or in any manner take the benefit of any valuation, appraisal or stay law of the state of Kansas, nor or at any time hereafter in force; that every remedy provided in this instrument shall be taken to be cumulative and in addition to every other remedy herein given and now or hereafter existing by law, either independently, or of in connection with the provisions of this Trust Deed and, further that both the principal and the interest of all of the said one hundred seventy (170) bonds will be paid by the party of the first part hereto without any deduction for taxes or charges thereon, or on the debt or interest evidenced thereby, which the party of the first part hereto may be required to pay or retain therefrom by any present or future law.

ARTICLE XIV

The Trustee hereunder may resign or discharge itself of and from the trust hereby created upon giving notice in writing to the party of the first part hereto, thirty (30) days before such resignation is to take effect, or such shorter time as the party of the first part may accept as sufficient notice.

ARTICLE XV

In case of any vacancy in the trusteeship hereunder, it shall be lawful for the holders of a majority in the amount of the bonds then outstanding hereunder, to appoint a successor, and to fill the vacancy by a writing signed by them, recorded in the Register of Deeds office of Douglas County, in the State of Kansas, and upon such appointment being made and the trusteeship hereunder being accepted any such successors shall, without further act or deed, become vested with all and singular the rights, powers and duties of his or its predecessor in the trusteeship hereunder, in like manner and with the same effect as if he or it had been named as Trustee originally in this instrument.

ARTICLE XVI

The party of the first part hereto covenants, promises and agrees that it will pay promptly all said bonds and interest thereon as the same mature, and that all the undertakings of the party of the first part in this Trust Deed contained, shall bind and inure to the benefit of its successors and assigns.

ARTICLE XVII

The term "Trustee" ^{as} applied in this instrument shall be taken to mean and intend the Trustee hereunder for the time being whether said party of the second part hereto or its successors in trust under this instrument.

ARTICLE XVIII

The party of the first part hereunder hereby reserves the right to call in, pay and redeem, at any interest-payment date all the bonds secured hereby and outstanding at that time, by paying to the holders thereof the amount of the principal, together with all accrued interest on said bonds to the time of such redemption; provided notice of such intention to call in, pay and redeem bonds, as aforesaid, be given as provided in said bonds, and all interest on said bonds shall cease at such interest-payment date; providing the funds for making such redemption are deposited with the said Trustee by the party of the first part on said date for redemption, and such funds shall be held by said Trustee exclusively for the purpose of such redemption as aforesaid.

In Witness Whereof, The Lakeview Fishing and Shooting Association party of the first part hereto has caused its corporate name to be hereto set by its President and its corporate seal to be hereto affixed and attested by its Secretary; and the party of the second part hereto, in order to signify its acceptance of the trust created by this instrument, has caused its corporate name hereunto set by its President and its corporate seal to be hereunto affixed and attested by its secretary on the day and year first above stated.

Corp Seal
Attest: P. Sturges
Secretary

The Lakeview Fishing and Shooting Association

By A.C. Logerwall
its president.