

NOW, THEREFORE, The Lawrence Sanitary Swimming Pool Company, in consideration of the premises and of the sum of One Dollar (\$1.00) to it in hand paid by said trustee, the receipt whereof is hereby acknowledged, and of the acceptance by said trustee of the trust hereby created, in order to secure the punctual payment of the principal and interest of said bonds equally and ratably according to the terms of said bonds and of the interest coupons, and to secure the punctual performance of the covenants and conditions on the part of said company herein contained, said company has granted, sold, assigned, conveyed and confirmed, and by these presents does grant, sell, assign, convey and confirm unto said The Lawrence National Bank of Lawrence, Kansas, as trustee, party of the second part, and unto its successors and assigns, all and singular the property, real, personal, and mixed, of every kind and nature whatsoever now owned or which at any time hereafter may be owned, acquired, or constructed by said company, its successors and assigns, and situate in the City of Lawrence, in Douglas County, Kansas, together with all improvements thereof including the following the following specifically described real property:

The entire West Ninety-three feet (N. 93 ft.) of Block Fifty-two (52) and the entire North Two Hundred Forty-three and eight-hundredths feet (N. 243.08 ft.) of the entire East One Hundred Fifty-seven feet (E. 157 ft.) of Block Fifty-two (52) situate in that part of Lawrence in Douglas County, Kansas, known as West Lawrence;

and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining forever; the purpose of this indenture being to convey and transfer under this Deed of Trust to said trustee everything of value which said company, party of the first part, now owns or is entitled to or may hereafter own or become entitled to whatever it may be and situate in Lawrence, in Douglas County, Kansas, provided always that the lien of this indenture shall not apply to or cover said Company's cash or bills and accounts receivable or supplies.

TO HAVE AND TO HOLD the same, together with said after acquired property unto the said trustee, and its successors and assigns, in said trust, forever.

The property and property rights hereby conveyed, nevertheless, shall be held in trust for the benefit of the holders of the bonds duly issued and certified under this indenture and pursuant to said resolutions, and to secure the payment of the principal and interest of all such bonds according to their terms and according to the terms of the coupons thereto attached and to the terms of this indenture, without any preference as to any of such bonds by reason of priority in the time of issue or negotiation or otherwise, provided always, that if the said company shall pay the principal and interest of all of said bonds according to their terms and the terms of this indenture, and shall pay all other sums payable hereunder by said company, all of the estate and interest of the said trustee in said property and property rights hereby conveyed and all liens thereon by reason hereof shall cease and determine.

And it is hereby agreed between the parties hereto, and by the said company with the respective holders of any of the bonds issued hereunder, and with the respective holders of said interest coupons, that the said bonds so issued by said company and the property hereinbefore referred to and hereby conveyed, and all the rights in relation thereto shall be held by said trustee upon the following provisions, covenants and conditions, to-wit:

I.

This indenture of trust is and shall be a continuing lien to secure the full and final payment of the principal and interest of all of the bonds which may from time to time be issued and negotiated under the same to an amount not exceeding in the aggregate the principal sum of Nine Thousand Dollars (\$9,000.00). All bonds to be issued under this indenture shall be executed by said company and delivered to said trustee, to be certified by said trustee and delivered to the treasurer of said company who shall have the power to negotiate and sell the same in the name and for the benefit of the company, and the delivery by said trustee of said bonds as herein provided shall constitute a full discharge to the trustee therefor, but none of the bonds shall be deemed issued or secured hereby unless the same shall be signed by the president or vice-president of the company, attested by its secretary or assistant secretary, and the corporate seal, and certified by said trustee, or its successor in trust, by the certificate endorsed upon each of said bonds. Should any bond issued hereunder be mutilated, lost or destroyed, the said company may upon such terms and conditions as may be prescribed by its board of directors, issue in lieu of such mutilated, lost or destroyed bond, a new bond of like tenor and amount and bearing the same date, which bond when so issued shall be duly certified by said trustee upon receiving indemnity satisfactory to said trustee.

II.

The company hereby undertakes to pay the bonds issued under this indenture when the same become due by their terms at the place designated therein, or when the same become due by declaration of said trustee on default as hereinafter provided; and said company hereby undertakes to pay the interest on said bonds according to the terms of said coupons and until the principal and interest of said bonds is fully paid, according to the terms of said bonds and coupons, the lien of this indenture shall remain in full force and effect. Said bonds and said coupons as and when the same are paid by said company shall be cancelled by said trustee and surrendered to said company.

III.

Without regard to the maturity of said bonds, or any of them, as stated therein, the said company expressly reserves the right to redeem any or all of said bonds then outstanding at 102% of their par value at any time after May 16th, 1930, by giving two weeks public notice of its intention so to do by publication in a newspaper of general circulation in the city of Lawrence, or by personal notice to such bondholders and by depositing in said The Lawrence National Bank of Lawrence, Kansas, on or prior to the date of redemption the amount of 102% of the par of said bonds, and accrued interest thereon; and after giving such notice and making such deposit all liability of said company for or on account of said bonds so called for redemption and for interest thereon shall cease and determine; and said bonds so called for redemption to said trustee shall be paid at the rate of 102% of par, together with the interest thereon then accrued out of the sum so deposited for such purposes of redemption by said company, and upon such payment shall be cancelled by said trustee and surrendered to said company.

IV.

The Trustee shall keep transfer books in which said bonds upon request of any holder thereof may be registered without expense to the holder. Registration shall be certified on such registered bonds by said trustee, after which no transfer of such bond or bonds shall be valid unless made by