

MORTGAGE RECORD 67

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BANK DODGEWORTH STATIONERY CO KANSAS CITY MO 64114

by this indenture in the said party of the first part, its successors and assigns, free and discharged from the lien of these presents;

XVIII.
Said trustee shall be entitled to reasonable compensation for all services rendered in connection with the trust hereby created and in pursuance of the conditions of this indenture.

XIX.
In case the trustee named herein shall resign, become incapacitated or otherwise unable to act, then a successor to said trustee shall be appointed by the board of directors of the party of the first part, and such successor in trust shall, upon his acceptance in writing of the appointment and said trust, have and exercise all of the rights and powers conferred by this instrument upon the trustee named herein.

XX.
Said trustee shall not be required to take notice, or be deemed to have notice of any default of said company either in the payment of any interest or principal of any bonds secured hereby, or in the performance of any condition of this indenture to be performed by said company, unless said trustee shall be notified in writing of such default. Said trustee shall not be required to see to the filing or recording of this indenture, but said party of the first part covenants that it will cause the same to be duly recorded as a real estate mortgage as required by the laws of the place where any of said real estate is situated. Said trustee shall only be responsible for reasonable diligence in the performance of the conditions of this indenture to be performed by it, and shall not, in any way, be answerable for the acts of defaults of any agent, attorney or employee, selected by it with reasonable discretion.

Said trustee assumes no responsibility for recitals, statements of fact and representations contained herein in behalf of said company, or any responsibility relative to the lawful power of this company to execute this indenture, or as to bonds secured thereby or as to the value of the bonds secured by the lien of this indenture, or as to the execution hereof by said company.

XXI.
In case of the appointment of a successor trustee as provided by the terms of this indenture, the predecessor trustee, last in office, shall immediately turn over to said successor trustee all books, papers and accounts, arising from, relating to, or in connection with this indenture and transactions under the same, and shall execute to said successor trustee, an instrument of transfer, if requested so to do, conveying to such successor trustee, upon the trust herein expressed, all the property rights, franchises, privileges and business covered hereby; and, the word "trustee" used in this instrument shall be construed and held to mean the party of the second part or its successors for the time being in the trust herein created, and, the word "company" herein shall be held and construed as including the party of the first part or the lawful successors and assigns of said party of the first part, being the owner or owners for the time being of the premises covered and conveyed by this indenture.

IN WITNESS WHEREOF the said The Lawrence Sanitary Swimming Pool Company has caused these presents to be signed by its vice president and to be attested by its secretary and has caused its corporate seal to be affixed hereto; and said The Lawrence National Bank signifies its acceptance of the trusts hereby created and expressed by hereunto causing its name to be signed by its vice-president and attested by its cashier and its corporate seal to be affixed hereto. All done this 15th day of

THE LAWRENCE SANITARY SWIMMING POOL COMPANY
BY E. T. Arnold
ITS Vice-President.

ATTEST:

Corp. Seal

David C. Mackie

Its Secretary

PARTY OF THE FIRST PART.

THE LAWRENCE NATIONAL BANK,

BY I. J. Mead

Its Vice-President.

PARTY OF THE SECOND PART.

ATTEST:

Corp. Seal

G. W. Kuhne

Its Cashier.

STATE OF KANSAS)

SS:

COUNTY OF DOUGLAS)

BE IT REMEMBERED that on this 21st day of May, 1927, before me the undersigned notary public in and for the county and state aforesaid came E. T. Arnold, the vice president of the Lawrence Sanitary Swimming Pool Company, a corporation organized and existing under the laws of the state of Kansas, and David C. Mackie, the secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same person who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act of said corporation.

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

W. A. Schaal
Notary Public.

My commission expires April 25, 1931