

part shall again become liable on such bonds, and remain liable thereon until such liability is barred by a limitation of time, as provided by law.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO that the terms and conditions, purposes and agreements for which said property is conveyed to the said Trustee, are as follows:

FIRST

Said bonds shall be signed, executed and delivered, as aforesaid, in the sum of Forty-five Thousand Dollars (\$45,000.00) par value, to the Trustee, and said bonds and the interest coupons thereto attached shall be signed by the party of the first part. Only such bonds as shall be signed and executed as above mentioned, and authenticated by the Trustee, by the signed Trustee's certificate endorsed thereon, shall be secured by this Mortgage Deed of Trust, or entitled to any benefit or lien hereunder, and such certificate of such Trustee shall be conclusive evidence that the bonds so authenticated have been duly and regularly issued, and are entitled to the benefit and security of the lien hereby created.

SECOND

Said party of the first part shall be liable in personam and any deficiency, after exhausting the mortgage security hereby given, may be enforced against him.

THIRD

Said bonds issued hereunder shall pass by delivery, unless registered upon the books of the Trustee. Such registration shall be noted on the bonds so registered, and the Trustee agrees to keep at its office sufficient books for such registration, and the holder of any bond secured may, at his option and at his own expense, have his bond registered upon presenting the same to the Trustee at its offices in Lawrence, Kansas. When a bond is so registered, it shall pass only by transfer on said book, or books, which said transfer shall also be noted on the bond, and the registered holder of said bond shall be considered and deemed the owner of said bond for any and all purposes. Any registered bond may, upon presentation at the office of said Trustee, if accompanied by the written order of the registered owner thereof, be transferred to the name of such person as is designated in such written order, and the transferee shall thereafter be deemed the owner of said bond, under the same conditions as the prior owner. Any registered bondholder may have his bond, or bonds, transferred, or removed from registration by having same transferred to "Bearer" on the book, or books, of the Trustee, as above provided. The Trustee shall have the right to make all reasonable requirements respecting the authentication or proof of the signature of the holder of any such bond. The coupons attached to any bond shall in all cases be negotiable by delivery, whether the bond be registered or not.

FOURTH

The party of the first part agrees that so long as said bonds, or any interest thereon, or any sum or charges paid or expenses incurred by the grantee for the protection of its lien hereunder, shall be and remain unpaid, he will keep the buildings and other insurable property covered by this Mortgage Deed of Trust insured against the hazards and for the amounts not less than those set opposite such hazards which are described as follows:

Fire and Lightning	\$45,000
Tornado and Windstorm	45,000
Steam Boiler	45,000
Riot, Civil Commotion	
and simple Explosion	45,000
Rent	9,000

such insurance to be carried in companies satisfactory to said Trustee, with clauses attached thereto making losses, if any, thereunder, payable to the Trustee for the benefit of the several holders of the bonds secured, and said insurance policies shall be left with said Trustee.

In the event of any loss which is covered by any policy of insurance, the same shall be adjusted by the Trustee and the party of the first part with the insurance company and the proceeds of such adjustment and the payment of such indemnity shall be made to the Trustee, but the Trustee shall in no way be liable or responsible for the collection of, or for the failure to collect any such insurance proceeds. Such insurance funds so deposited with the Trustee shall be kept and maintained in a special account for the following purposes:

In the event of any loss or damage, whether partial or total, no contract shall be made and no work shall be commenced toward repairing, replacing or rebuilding any of such improvements until such contract and the plans for such work have been approved in writing by the Trustee.

In the event such loss or damage is partial only, the party of the first part reserves the right of, and such funds shall be used for, repairing and replacing the improvements to the conditions substantially as they existed before such loss or damage.

In the event of a total destruction of such building or buildings and the Trustee's written approval as hereinbefore required, such funds shall be used for such rebuilding.

In the event the Trustee and the party of the first part cannot agree upon a plan for such rebuilding following a total destruction as aforesaid and the then holders of fifty percent (50%) in amount of the outstanding bonds file written request therefor, or in the event the party of the first part concludes not to repair or replace said improvements upon a partial loss or damage, then the Trustee may apply such insurance funds to retire and to pay off the then outstanding bonds and all accrued interest thereon and any fees and expenses of the Trustee; and after so doing any balance of such funds which may remain in its hands shall be paid to the party of the first part.

FIFTH

Upon May 1, 1936, the party of the first part shall furnish to the Trustee policies of insurance covering the hazards as specified in item Fourth hereof, covering a term of not less than one year, the premiums and charges for which shall have been fully paid at that time.

Said party of the first part agrees that he will pay to the Trustee for the benefit of the holders of said bonds, the principal and interest thereon promptly, as and when the same become due and payable according to the terms and tenor thereof; and said party of the first part agrees