

upon the written request of the holders of not less than twenty per cent (20%) in amount of said bonds. Upon the neglect or failure of the Trustee to take action, after having been requested to do so by the holders of not less than twenty per cent (20%) of said bonds, for a period of thirty (30) days, and after the first party's act or default has continued for a period of sixty (60) days said holders of said twenty per cent (20%) in amount of said bonds may, themselves, take such action, with like authority as if taken by the said Trustee herein.

TWELFTH

No right or remedy conferred upon said Trustee, its successors or assigns, is intended to be exclusive of any other right or remedy, but each right or remedy shall be cumulative, and shall be in addition to any right or remedy given hereunder, or existing in law, or in equity, or by suit, and the said party of the first part expressly waives appraisalment.

THIRTEENTH

Said Trustee shall be entitled to be reimbursed for all proper outlays of every sort or nature by it made of incurred in the acceptance and discharge of the trust hereunder; and said Trustee is to receive reasonable and proper compensation for any duties that it may at any time perform in the discharge of said trust. All such outlays, damages, disbursements, and compensation, shall be paid by the party of the first part, and until paid shall constitute a lien on the mortgaged property prior to all bonds and coupons hereby secured.

FOURTEENTH

The Trustee hereunder may resign, discharge, or transfer the trust hereby created by giving notice, in writing, to the party of the first part, three (3) months before such resignation is to take effect, or such shorter time as the party of the first part may accept as sufficient notice, and in case of a vacancy in the office of Trustee, its successor may be appointed by a majority of the holders of bonds then outstanding, by an instrument in writing, signed and acknowledged by them, which instrument in writing shall be recorded in the office of the Register of Deeds of Douglas County, Kansas; and in the case such majority of bondholders do not agree upon an appointment of a new Trustee within thirty (30) days after such vacancy shall occur, said party of the first part, or any of the holders of said bonds, may apply to the District Court of Douglas County for the appointment of a new trustee, upon such notice as said court shall prescribe, and in accordance with the rules and practices of said court; and such new Trustee, when appointed, shall upon its acceptance of such appointment be vested with all the powers, rights, estate, or remedies granted, or conferred upon the Trustee herein named. Such new appointments may be made from time to time as occasion may arise.

FIFTEENTH

The term "Trustee" as herein used, or as used in said bonds, shall mean the party of the second part and its successors in trust for the time being.

IN WITNESS WHEREOF, said party of the first part has affixed his signature hereto as of the date first above written.

Glen W. Dickinson

Party of the First Part.

CONSENT OF ADDA B. DICKINSON,
WIFE OF GLEN W. DICKINSON

For the purpose of conveying all of my right, title, and interest in and to the real estate and the appurtenances and hereditaments thereunto appertaining and in and to all of the trust property herein conveyed to the Trustee by the party of the first part in order that it may hold full and complete title to said property, I, Adda B. Dickinson, the wife of the foregoing party of the first part, Glen W. Dickinson, do hereby give my irrevocable consent to the foregoing Mortgage Deed of Trust and I acquiesce in all of the terms and conditions thereof as fully and completely as if I were a maker thereof to the same extent as is said Glen W. Dickinson, provided, however, that such consent and acquiescence on my part shall not constitute, nor shall it be construed as, any assumption of, or any liability on my part for, any part of the debt or the interest thereon to secure which this instrument is given, or for any part of the moneys which said Glen W. Dickinson has obligated himself to pay by the terms of this instrument.

IN WITNESS WHEREOF, I, Adda B. Dickinson have affixed my signature hereto as of the date first above written.

Adda B. Dickinson

To evidence its acceptance of the Trust herein created the Trustee has affixed its signature hereto as of the date first above written.

THE LAWRENCE NATIONAL BANK
OF LAWRENCE,

By I. J. Meade
Its Executive Vice President

ATTEST:

Geo. W. Kuhne
Its Cashier
(SEAL)

As Trustee
Party of the Second Part.

STATE OF KANSAS

) SS:

DOUGLAS COUNTY

)

BE IT REMEMBERED That on this 30th day of April, A. D. 1936, before me, the undersigned, a notary public in and for the county and state aforesaid, came GLEN W. DICKINSON, who if