

## MORTGAGE RECORD 75

(INTEREST COUPON)

Number 2 On 19  
 The Trustees of the Trinity Lutheran Church of Lawrence, Kansas, will pay to the bearer  
 -----Dollars (\$ ), at the office of The Central Trust Company, Topeka, Kansas, being  
 the interest on the bond of said church dated February 15, 1928.

L.D. Welch  
 Alfred Heck  
 H.T. Jost  
 Trustees of the Trinity Lutheran  
 Church of Lawrence, Kansas.

(Trustee's Certificate)

THE CENTRAL TRUST COMPANY of Topeka, Kansas, as Trustee, hereby certifies that this  
 bond is one of a series of bonds described in the with-in mentioned mortgage deed of trust dated  
 February 15, 1928, and duly recorded in the office of the Register of Deeds of Douglas County, Kansas,  
 and the holder hereof is entitled to the benefits of the trust therein created.

Dated at Topeka, Kansas, this --- day of ---, 19--

The Central Trust Company  
 By-----  
 Vice President.

NOW THEREFORE, For and in consideration of the premises and the sum of One Dollar  
 (\$1.00) cash in hand paid to the parties of the first part hereto by the party of the second part,  
 before the enrollment and delivery of this Trust Deed, receipt of which is hereby acknowledged, and in  
 order to secure the payment of the said Forty (40) bonds and the interest thereon, according to the  
 tenor of said bonds and the interest coupons thereto attached, the parties of the first part hereto,  
 hereby grant, bargain, sell, transfer, convey, assign and set over to the party of the second part hereto,  
 its successors or successors in trust and assigns forever, the following described premises and  
 property, to-wit:

Part Lots Four (4) and Six (6), in the City of Lawrence,  
 Douglas County, Kansas.  
 To Have and To Hold the Said Premises, and the rights hereby conveyed with all the privileges and appur-  
 tenances thereunto belonging, unto the party of the second part hereto, its successors or successors in  
 trust and assigns forever; but in trust nevertheless, for the equal benefit and security of said bonds  
 and the interest thereon, at whatever period the said bonds may be issued, without preference or prior-  
 ity of one bond over another for any reason whatsoever, but for the uses and purposes and upon the terms,  
 trusts and provisions hereinafter set forth, as follows, to-wit:

## ARTICLE I.

All of the bonds hereby secured and intended to be secured, shall be executed at once  
 by the parties of the first part hereto, and be forthwith delivered to said The Central Trust Company  
 the Trustee hereunder, and shall be by it from time to time certified and delivered to the parties  
 of the first part hereto or their order.

## ARTICLE II.

In case of any bond and/or coupon at any time outstanding hereunder, prior to the  
 payment thereof, shall become mutilated, or be lost, stolen or destroyed, a new bond and/or coupon of like  
 tenor may, in the discretion of the parties of the first part and of the Trustee, be executed, authenticated  
 and delivered in exchange or substitution therefor. In case of loss, theft or destruction of any such  
 bond and/or coupon, the applicant for the substituted bond and/or coupon, shall furnish to the parties  
 of the first part and to the Trustee evidence of the loss, theft or destruction of such bond and/or  
 coupon satisfactory to the parties of the first part and to the Trustee, and shall furnish indemnity  
 satisfactory to the parties of the first part and to the Trustee, for any issuance of bonds in exchange  
 or substitution for bonds mutilated, lost, stolen or destroyed, the Trustee at its option may require  
 the payment by the parties desiring such substitution, of a sufficient sum to reimburse the Trustee  
 for any stamp tax or governmental charge, and in addition a further sum not exceeding the costs of the  
 preparation of each new bond, if any, issued upon such substitution, and costs of authentication and other  
 charges of the Trustee.

## ARTICLE III.

So long as no default shall be made in the payment of the principal or the interest  
 of the said bonds, and so long as the conditions of this Trust Deed shall be performed, the said parties  
 of the first part, shall be permitted to retain the possession, operation, enjoyment and control, as  
 heretofore, of said property, and of its income and profits, but the said parties of the first part agree  
 to pay promptly all taxes, assessments and levies which shall from time to time legally be imposed,  
 assessed or levied upon the property hereby conveyed, so that the priority of this Trust Deed herein  
 stipulated, shall at all times be duly maintained and preserved; and to take care of and preserve the  
 said property and to do on demand of the said Trustee, or its successors, all acts necessary or proper  
 to keep valid the lien hereby created, and at any future time and as often as it may be necessary, to  
 execute on demand of the said Trustee or its successors, all such Trust Deeds and other instruments  
 in due form as may be proper to the better carrying out of the true intent and meaning of this  
 Trust Deed.

It is hereby expressly agreed and provided that the parties of the first part hereto  
 shall not and will not consent to or be a party or privy to any sale of or loan upon any of the inter-  
 est coupons hereby secured, as detached from the respective bonds, and any sale or loan upon any of  
 said coupons detached as aforesaid, whether made before or after maturity of such coupons, if made at the  
 request of or with consent or privy of the parties of the first part hereto, shall make the coupons  
 so sold or used as security and the claim for interest evidenced thereby, subject and subordinate to the  
 payment in full of all the bonds and of all the other interest coupons secured hereby.

## ARTICLE IV.

In the event the said parties of the first part shall fail, neglect or refuse to pay any  
 taxes, assessments or levies, which shall arise from time to time be legally imposed, assessed or levied  
 upon the property hereby conveyed, or any part thereof, for the space of six (6) months after the same  
 shall have become due and payable, or shall for six (6) months fail to pay the semi-annual interest  
 on said bonds, or any part of said interest, and when the same shall become due, or in case default shall  
 be made in the performance by the parties of the first part hereto of any of their agreements herein  
 or in said bonds or interest coupons attached, and such last mentioned default shall continue for six  
 (6) months, then and in that event, the Trustee hereunder shall be entitled, upon the written request of  
 the holder or holders of one-fourth in amount of the bonds then outstanding hereunder, and upon being  
 indemnified for all probable expenses, costs and liability to its satisfaction, unless prevented by the