

MORTGAGE RECORD 75

ARTICLE XII

Said party of the second part and its successors shall have no responsibility as to the validity of this Trust Deed or of the bonds issued hereunder or intended to be secured hereby, nor as to the execution or acknowledgment hereof, nor as to the amount or extent of the security afforded by the property covered by this Trust Deed, nor as to the title of the real estate herein described, and the Trustee shall not be in any way liable for the consequences of any breach on the part of said party of the first part of the covenants herein contained, or for any other act or thing hereunder, except its own wilful negligence or intentional wrongdoing.

ARTICLE XIII

The party of the first part hereto agrees that it will not at any time insist upon or plead, or in any manner take the benefit of any valuation, appraisement or stay laws of the State of Kansas, now or at any time hereafter in force; that every remedy provided in this instrument shall be, and be taken to be cumulative, and in addition to every other remedy herein given and now or hereafter existing by law, either independently of or in connection with the provisions of this Trust Deed, and further that both the principal and interest of all of the said sixty (60) bonds will be paid by the party of the first part hereto without any deduction for taxes, or charges in the nature thereof thereon, or on the debt or interest evidenced thereby, which the party of the first part hereto may be required to pay or retain therefrom by any present or future law.

ARTICLE XIV

The party of the first part covenants that it will duly and punctually pay the principal of and interest on every bond issued hereunder and secured hereby at the times and place or places, and in the manner expressed in such bond, according to the true intent and meaning thereof. The interest on coupon bonds to be date of their fixed maturity shall be payable only in accordance with and upon presentation of the several coupons for such interest as they respectively mature, and when paid such coupons shall forthwith be cancelled. The party of the first part also agrees to pay interest at the rate of ten per cent (10%) per annum on all overdue principal and/or installments of interest in respect of each bond hereby secured.

ARTICLE XV

The Trustee hereunder may resign or discharge itself of and from the trust hereby created upon and by giving notice, in writing, to the party of the first part hereto, thirty (30) days before such resignation is to take effect, or such shorter time as the party of the first part may accept as sufficient notice.

ARTICLE XVI

In case of any vacancy in the trusteeship hereunder, it shall be lawful for the holders of a majority in amount of the bonds then outstanding hereunder, to appoint a successor, and to fill the vacancy by a writing signed by them, recorded in the Register of Deeds office of Douglas County, in the State of Kansas, and upon such appointment being made and the trusteeship hereunder being accepted, any such successor shall, without further act or deed, become vested with all and singular the rights, powers and duties of his or its predecessor in the trusteeship hereunder, in like manner and with the same effect as if he or it had been named as Trustee originally in this instrument.

ARTICLE XVII

The party of the first part hereto covenants, promises and agrees that it will pay promptly all said bonds and interest thereon as the same mature, and that all the undertakings of the party of the first part in this Trust Deed contained, shall bind and inure to the benefit of its successors or assigns.

ARTICLE XVIII

The term "Trustee" as applied in this instrument shall be taken to mean and intend the trustee hereunder for the time being, whether said party of the second part hereto or its successors in trust under this instrument.

IN WITNESS WHEREOF, The party of the first part has caused this instrument to be executed by its President and Secretary, and has caused its corporate seal to be hereunto attached, the day and year first above written, and the party of the second part hereto in order to signify its acceptance of the trust created by this instrument, has caused its corporate name to be hereunto set by its President, and its corporate seal to be hereunto affixed and attested by its Secretary the day and year first above written.

THE ALUMNI OF KANSAS CHAPTER OF
DELTA Upsilon

By Stewart S. Bloss
President.

Attest:
Everett R. Meyer
Secretary.

Corp. Seal

THE CENTRAL TRUST COMPANY

By J. R. Burrow Jr.
President

Attest:
J. E. Merriam
Secretary

Corp. Seal