

MORTGAGE RECORD 75

A. To secure and guarantee that The Corporation will, when the same becomes due pay the principal and interest on the note and mortgage on the real estate above described and now of record in the principal sum of \$5,000. to the Central Trust Company of Topeka, Kansas.

B. To secure and guarantee that The Corporation will insure the property above described in favor of The Trustee for the benefit and security of the holder or holders of said bonds against loss or damage by fire, lightning, tornado or windstorm to an amount of not to exceed \$9,000. in such insurance company or companies as The Trustee may direct or approve, and maintain and pay the premiums for such insurance during the continuance of this loan.

C. To secure and guarantee that The Corporation will in due time pay any taxes and assessments of all kinds that may be levied and assessed against said real estate.

D. To secure and guarantee that in the event The Corporation shall fail to pay the first mortgage and interest thereon as the same becomes due, or fail to keep the premises insured by paying all premiums as the same becomes due, or fail to pay any and all taxes and assessments as the same become due as above provided, then in either or any of such events, the bondholders or any of them, may pay such sums as may be in default on the first mortgage or interest thereon or insurance premiums, or taxes, and such amounts so paid by said bondholders shall be added to and become as a part of the indebtedness secured hereby, and shall be secured by this Deed of Trust.

The Corporation hereby covenants and agrees that it will keep and perform all the covenants and agreements by it to be done and performed as herein expressed; that it is now the lawful owner of the above described and granted premises, and that the same are free and clear of all incumbrances, except a First Mortgage to the Central Trust Company of Topeka, Kansas, executed as security for the payment of the sum of Six Thousand (\$5,000.) dollars, dated June 1st, 1929 and due June 1st, 1939 with interest thereon at six (6%) per cent per annum, and a certain commission mortgage accompanying the same for Six Hundred (\$600.) Dollars and that it will warrant and defend the title to said premises except as to the Mortgages above mentioned.

Now Therefore: If the corporation shall pay or cause to be paid, all sums of money as the same shall become due and payable according to the terms of said bonds and coupons thereto attached, and shall keep and perform all and singular the several covenants and agreements as herein set forth then this Trust shall cease and be void and the property herein conveyed shall be released at the cost of the corporation by the Trustee, who is hereby authorized and empowered to execute, such release, but if the said bonds or the said coupons or any part thereof be not paid when the same shall become due and payable or if default be made in the fulfillment of the aforesaid covenants and agreements or any of them, then the Trustee is hereby expressly authorized to declare the entire sum due and payable without notice and to foreclose and sell the said real estate herein conveyed according to Law. Should any default occur as aforesaid then upon the written request of at least eighty per cent (80%) in amount of bondholders, The Trustee, shall forthwith institute and diligently prosecute proceedings in foreclosure.

The Corporation hereby appoints the said Merchants National Bank, Lawrence, Kans., its agent for the transfer, registration and payment of said bonds, and to foreclose the said Deed of Trust if there be default in the payments as herein and in said bonds provided.

The Merchants National Bank of Lawrence, Kans., her by accepts the Trust herein created, but under the express conditions that it shall be no part of the duty of the Trustee to record or file this Deed of Trust, no to effect insurance upon the Mortgaged property nor to renew the same, nor keep it self informed of the payment of taxes or assessments, that may be imposed upon such property, nor to require the payment of the same, nor to be responsible for the performance by The Corporation of any of the agreements and covenants to be done and performed by The Corporation.

All the terms and provisions hereof bind and are for the benefit of the Heirs, executors, administrators, Trustees or assigns of the several parties.

In Witness Whereof, The parties hereto have caused their respective corporate names to be signed by their respective officers duly authorized and their respective corporate seals to be affixed attested by their respective secretaries on the day and year first above written.

Corporate Seal

The Sigma Alpha Mu House Association
by Daniel S. Millman
President

Attest:

Juhne L. Jacolom
Secretary

State of Kansas
County of Douglas

On this 1st day of June, 1929 before me the undersigned Notary Public in and for the county and state aforesaid personally appeared Daniel S. Millman to me personally known, who being by me duly sworn, on oath says: that he is the President of The sigma Alpha Mu House Association of Kansas a corporation, and that the seal affixed to the foregoing deed of Trust is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors and the said Daniel S. Millman duly acknowledged said instrument to be the act and deed of said corporation for the purposes therein expressed.

In Witness Whereof I have hereunto set my hand affixed my official seal the saynd year last above written.

Legal Seal

John H. Tucker
Notary Public.

My Commission expires Sept., 9, 1929.

Recorded June 24, 1929 A. D. at 10:50 A. M.

Edw. E. Combs - Register of Deeds