

## MORTGAGE RECORD No. 79

is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My Commission expires July 29, 1937

Albert B. Martin  
Notary Public.  
Douglas County, Kansas

Recorded January 20", A. D. 1934 at 9:40 A. M.

*W. E. Quastner* Register of Deeds

## SUPPLEMENTAL CONTRACT OF INDENTURE

THIS SUPPLEMENTAL AGREEMENT AND CONTRACT, made and entered into this 12th day of December, 1933, by and between THE UNIVERSITY OF KANSAS PHYSICAL EDUCATION CORPORATION, a corporation organized and existing under the laws of the State of Kansas, hereinafter called the "Corporation", party of the first part, and THE LAWRENCE NATIONAL BANK OF LAWRENCE, KANSAS, a national banking corporation organized and existing under the laws of the United States and duly authorized, pursuant to Acts of Congress, to act in a fiduciary capacity with its principal office in the city of Lawrence, Kansas, as Trustee, hereinafter called the Trustee, party of the second part, WITNESSETH, THAT:

WHEREAS, on the first day of February, 1927, a certain Original Trust Indenture was made and entered into, and on the 1st day of April 1929, a Second Supplemental Trust Indenture was made and entered into by and between the Corporation and the Fidelity National Bank and Trust Company of Kansas City, Missouri as Trustee, and said Trust Indentures provided and set forth the obligations, duties, rights, terms and conditions upon which there was an authorized issue of \$325,000.00 face value of 5 1/2% bonds of the Corporation, which said Trust Indentures are now in full force and effect and unpaid bonds issued thereunder to the amount of \$162,500.00 are now outstanding and unpaid, and \$32,500.00 are still unissued, and,

WHEREAS, upon the 18th day of October, 1933, under and by virtue of specific provisions in said Trust Indentures the Fidelity National Bank and Trust Company has resigned as such Trustee and as a contracting party to said Trust Indentures and under the specific provisions of said Trust Indentures the Lawrence National Bank of Lawrence, Kansas, has been duly elected and qualified as substitute Trustee for the resigning Trustee, the Fidelity National Bank and Trust Company of Kansas City, Missouri, and with all the powers, rights, duties and obligations of said original Trustee and by virtue of the foregoing has been substituted for and has become a party to said original Trust Indentures, and,

WHEREAS, it is the desire of the Corporation and said Trustee to amend, alter and supplement said Original Trust Indentures, and,

WHEREAS, such amendments, alterations and supplements cannot and should not be made without the concurrence therein of the holders and owners of said Debenture Bonds issued under said Original Trust Indentures and now outstanding and unpaid,

NOW THEREFORE, in consideration of the premises and of the mutual rights and obligations herein-after set forth and by and with the approval of the holders of the outstanding Debenture Bonds of said Corporation issued under and by virtue of said Original Trust Indentures and by resolution of the Board of Directors of said Corporation duly passed, it is hereby agreed and contracted that said Original Trust Indentures be and the same are hereby amended in the following particulars, to-wit:

THAT Section 5 of Article III beginning on Page 18 of said original Trust Indenture and Section 6 of Article III, beginning on Page 19 of said Original Trust Indenture, which said Sections are in words and figures as follows:

Section 5. That so long as any of the bonds issued under this Indenture remain unpaid, it will not borrow any money nor will it give its note, bond or other obligation therefor without entering into a written agreement between the Corporation and the person, firm or corporation from whom said money is borrowed, to the effect that said person, firm or corporation so loaning money shall have no right to enforce the collection thereof, so long as there be any default in the payment of any interest on or principal of the bonds issued hereunder, and that the right to enforce the collection of said loan shall be inferior to the right of the Trustee to use and apply the gate receipts hereinafter mortgaged and pledged to the Trustee for the payment of all principal of and interest upon the bonds issued hereunder. A copy of such written agreement shall in every case be furnished to the Trustee.

Section 6. That in the event that the gross revenues of the Corporation for the period beginning February 1, 1927, and ending March 31, 1928, exceed the sum of One Hundred Thousand Dollars (\$100,000), or in the event that the gross revenues of the Corporation for any year thereafter beginning with the year commencing April 1, 1928, and continuing so long as any bond issued hereunder shall remain outstanding, exceed the sum of One Hundred Thousand Dollars (\$100,000), the Corporation will pay to the Trustee for the purpose of redeeming and paying off the principal (only) of bonds issued and outstanding hereunder all such gross revenues of the Corporation during each of said periods as may be in excess of said sum of One Hundred Thousand Dollars (\$100,000) for each of said periods. Said surplus, if any, shall be paid to the Trustee not later than April 15th in each year beginning April 15, 1928. The Trustee shall use and apply such surplus for the purchase and redemption of the principal of any bonds issued and outstanding hereunder at the lowest price at which said bonds are obtainable, not exceeding the redemption price thereof, provided, however, that in the event that there shall be outstanding hereunder bonds of more than one series, any funds available for the redemption of bonds under the provisions of this Section shall be apportioned by the Trustee among said series in proportion to the aggregate principal amounts of said series then outstanding. All accrued interest and any premium required for the purchase of bonds shall be paid by the Corporation, provided, however, that any part of said surplus which may be less than sufficient to redeem the principal amount of a bond shall stand as a credit to the account of the Corporation and may be used by it in paying interest on the bonds issued and outstanding hereunder.

Be and the same are hereby eliminated, removed and deleted from said Original Trust Indentures and shall hereafter have no further binding force or effect and said Original Trust Indentures shall be hereafter treated and construed as though said Sections 5 and 6 of Article III had not at any time been included or embraced therein.

It is further expressly agreed by and between the parties hereto and by and with the approval of the present holders of outstanding Debenture Bonds of the Corporation issued under and by virtue of said Original Trust Indentures that any alleged or actual default in the performance of the terms and