

## MORTGAGE RECORD 83

7. The certain property known and operated as the Home Service Laundry, located at No. 2100 West Main Street in the City of Parsons, Labette County, Kansas, including herein and covering hereby only the personal property used in connection with the operation of said Laundry, and appertaining thereto and consisting of all of the machinery, equipment, appurtenances, office furnishings, delivery equipment and all equipment of every nature and kind used in connection with the conduct of said Laundry business now located at last above named address, or that may be hereafter used at any other location to which Grantor may move such place of business, with the specific declaration hereby that Grantor is tenant only of the building now occupied by said business conducted in said City of Parsons; and together therewith all buildings, structures, improvements and appurtenances thereunto appertaining, now existing or that may be hereafter constructed on the premises hereby conveyed; and all fixtures, machinery and equipment, plumbing, gas, electricity and water pipes, steam pipes in building to Grantor or that may hereafter be by Grantor acquired for use or used in connection with the Laundry business of Grantor at, in or about any of the premises herein before described.

Privilege is hereby expressly reserved by Grantor to sell, trade, dispose of and remove, from time to time, and as circumstances may require, any of the equipment and personal property herein described or referred to, for the purpose of replacing or of doing away with worn out or obsolete equipment, or any of such personal property, or for any other purpose, by first obtaining the written consent and approval of said Trustee; and in case of, and as to any and all such disposition of any of such personal property, the same shall be free and clear of the lien of this mortgage; provided expressly, however, that all proceeds procured from such sale or disposition of such personal property, shall be used either in replacing same or for the betterments to any plant or plants, or used for the retirement of the principal of the debt secured by this mortgage.

Grantor expressly reserves and retains unto itself, the right and privilege to sell, to trade, or otherwise dispose of, and from time to time, as circumstances may require, any or all of Grantor's delivery and auto equipment, and in each and every such instance the right and authority to possess title to such property so to be disposed of, free and clear of the lien of this mortgage, anything herein to the contrary notwithstanding.

Grantor hereby covenants and agrees that at the delivery hereof, it is the lawful owner of the premises and property above granted, sold and conveyed; and that it is ceased of a good and indefeasible state of inheritance therein, free and clear of all encumbrances or adverse claims whatsoever, excepting as herein set forth; and that it will forever warrant and defend said Trustee in the peaceable possession of all of said premises and property against the legal claims of all whomsoever.

To have and to hold the same unto said Trustee, his successors and assigns; but in trust nevertheless, upon the following terms and provisions, to-wit:

This grant is intended as a mortgage to secure the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), evidenced by One Hundred Forty (140) mortgage coupon bonds issued by Grantor; Sixty (60) of which said bonds are of the denomination of One Thousand Dollars (\$1,000.00) each, and Eighty (80) of which said bonds are of the denomination of Five Hundred Dollars (\$500.00) each. Said bonds and the coupons thereto attached, being numbered from 1 to 140, both inclusive, bearing even date herewith, made and payable to bearer. A specimen copy of which bonds, differing only as to the amount of principal thereof, is as follows, to-wit:

UNITED STATE OF AMERICA  
THE HOME SERVICE & LAUNDRY COMPANY,  
A Corporation

No. \_\_\_\_\_

Mortgage Coupon Bond

Chamutee, Kansas, July 1, 1938

KNOW ALL MEN BY THESE PRESENTS, That on or before ten years after date hereof, for value received, The Home Service & Laundry Company, a corporation, duly organized and existing under and by virtue of the laws of the State of Kansas, of Chamutee, Neosho County, Kansas, promises to pay to bearer the principal sum of \_\_\_\_\_ lawful money of the United States of America, with interest at the rate of Five Percent (5%) per annum payable semi-annually, on the 1st day of January and of July, in each year hereafter, according to the tenor of twenty interest coupons hereto attached, bearing even date herewith, both principal and interest payable at The First National Bank of Chamutee, at Chamutee, Kansas.

This Bond is one of a series of 140 mortgage coupon bonds of like date, of which bonds those bearing numbers one (1) to Sixty (60), both inclusive, are of the denomination of One Thousand Dollars (\$1,000.00) each, and those bearing numbers Sixty-one (61) to One Hundred Forty (140), both inclusive, are of the denomination of Five Hundred Dollars (\$500.00) each, executed by said The Home Service & Laundry Company; and all of which said bonds are equally and ratably secured by a mortgage on the property of said corporation, as definitely set out and described in the mortgage securing said bonds, which said mortgage is of even date herewith; and duly authorized by resolution of the Board of Directors of said corporation.

This Bond shall not be valid or binding until authenticated by the signature of said Trustee to the certificate printed on the back thereof.

This Bond is subject to registration with said Trustee; and when so registered shall be transferable only on the books of the Trustee, and shall be valid and binding on the Trustee and on the Mortgagee, only upon proper endorsement for transfer and delivery of this Bond to said Trustee for purpose of effecting such transfer.

All or any number of said bonds are subject to redemption and payment after one year from date, at any interest payment date, at the option of the maker; provided, however, that published notice of the Maker's intention to pay the same, shall have been given by said Trustee by publication of such notice in a legal publication in Chamutee, Kansas, at least Thirty(30) days preceding the time fixed in such notice as the day when such payment is to be made. Interest upon all bonds at any time so called, shall cease from and after the day fixed in any such notice for the redemption and payment of such bond, as may be specified for redemption and payment, in any such published notice.

When the bonds secured hereby shall have been paid, according to their tenor and effect, all property rights and interests hereby conveyed, shall revert to said corporation, the Maker hereof, and said Trusteeship shall thereupon terminate.

No coupon belonging to any of said bonds which, in anyway, at or after either maturity or date of call of any such bond, shall have been pledged, separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled to any benefit of or from this Indenture, or from the mortgage securing said bonds, until after payment in full of the principal of the bonds issued hereunder and of the coupons not so pledged.

No holder of any bond or coupon hereby secured, shall have the right to institute any suit at law or in equity, for the foreclosure of this indenture, or for the execution of any trust hereunder, unless such holder previously shall have given to the Trustee written notice of any default, nor unless the holders of 10% in amount of the principal of said bonds hereby secured and then outstanding, shall have made written request upon the Trustee, and shall have offered said Trustee a reasonable opportunity to proceed to exercise the powers herein granted in his own name, it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever, by his or their action, to effect, disturb or prejudice the lien of this indenture, or to enforce any right hereunder, except in the manner provided; and that all proceedings at law or in equity, shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds and coupons.

In the event the Trustee herein appointed, shall resign or shall become incapacitated by removal or otherwise, the Board of Directors of the Corporation shall have the authority, by resolution, to appoint a successor, to said Trustee, for the purpose of carrying on the purposes and intent of this trust.