

MEETING OF THE BOARD OF TRUSTEES

OF THE

UNIVERSITY OF ILLINOIS

June 29, 1936



The June meeting of the Board of Trustees of the University of Illinois was held at the Blackstone Hotel, in Chicago, at 10 o'clock a.m. on Monday, June 29, 1936.

When the Board convened, the following members were present: President Karraker, Mr. Barrett, Mrs. Freeman, Mr. Pogue, Mr. Williams.

President Willard was present; also Mr. Janata, Professor Morey, Director Havens, and, during part of the day, Judge Johnson and Mr. David L. Krooth, of the legal staff of the Public Works Administration.

A recess was taken until 11 o'clock a.m.

MEETING OF THE EXECUTIVE COMMITTEE

A meeting of the Executive Committee of the Board of Trustees of the University of Illinois was held at the Blackstone Hotel, in Chicago, on Monday, June 29, 1936, during the recess in the meeting of the Board held on the same day. Mr. Orville M. Karraker, Chairman, and Mr. Edward E. Barrett, member of the Committee, were present; also Mr. Harold Pogue, Mrs. Nellie V. Freeman, and Mr. Walter W. Williams, members of the Board, and President Willard, Mr. Janata, Professor Morey, and Director Havens.

MATTERS PRESENTED BY PRESIDENT WILLARD

The Executive Committee considered the following matters presented by the President of the University.

APPROPRIATIONS FOR VARIOUS PURPOSES EFFECTIVE JULY 1, 1936

(1) It is recommended that all appropriations from the General Reserve Fund and special funds made at this meeting (unless otherwise specifically noted to the contrary) be for the fiscal year beginning July 1, 1936, since there are only two more days remaining in the present fiscal year.

On recommendation of Mr. Barrett, this recommendation was approved.

REAPPROPRIATION OF UNUSED BALANCES

(2) A recommendation that the following estimated balances in certain funds, as of June 30, 1936, be reappropriated for the purposes indicated for the fiscal year beginning July 1, 1936:

UNEXPENDED BALANCES REAPPROPRIATED AS OF JULY 1, 1936

Self-supporting funds:

Accountancy Committee.....	\$32 250
Dairy Creamery.....	1 000
Home Economics Cafeteria.....	1 515
Agricultural Extension Revolving.....	17 400
Purnell Revolving.....	1 530
Military Bands.....	300
Military Clothing and Equipment.....	3 830
Military Overcoats and Gloves.....	500
University Chorus.....	3
Visual Aids Service (University Extension).....	30
<i>Total, self-supporting funds.....</i>	<i>\$58 358</i>

Special appropriations for uncompleted activities:

Agricultural Industrial Research.....	\$ 600
Agricultural Special Equipment.....	1 400
Liberal Arts and Sciences Special Equipment.....	5 000
Archaeological Explorations Report.....	900
Business Office—General Deposit Installation.....	1 430
Business Office Special Equipment.....	1 367
Business Office—Registration Booths.....	750
Radio Station.....	1 200 ¹
Coal Utilization.....	360
Summer Session Conference.....	900
Land.....	418
University of Illinois Foundation.....	1 000
Fire Truck.....	975
Intercommunicating Telephone System.....	4 376

¹With understanding that the purpose for which originally appropriated is to be changed.

Minor Agricultural Buildings.....	\$4 209 ²
Minor Improvements.....	20
Paving Gregory Drive.....	291
Power Plant Improvements.....	5 308 ²
Sidewalks near University Forestry.....	1 700 ²
Theatre Guild Improvements.....	2 000 ²
Acoustical Treatment of Rooms.....	3 850
Partitions in Library.....	5 650
Replace elevator in Physics Building.....	5 000
Union Building Improvements.....	368
Fencing of University Woods.....	372
New Building Studies.....	3 100
Automobile.....	3 500
<i>Total, special appropriations.....</i>	<u>\$56 044</u>
<i>Grand Total.....</i>	<u>\$114 402</u>

On motion of Mr. Barrett, these balances were reappropriated as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR RADIO STATION IMPROVEMENTS

(3) A recommendation that the \$20,000 reserved in the budget for the current biennium for the Radio Station be appropriated for the fiscal year beginning July 1, 1936, for the erection of the new towers, a new transmitter building at the base of the towers, and for such other improvements as may be necessary in carrying out the program authorized by the Federal Communications Commission. I also recommend that the Physical Plant Department be authorized to prepare plans and specifications and secure bids on the towers, buildings, and equipment.

On motion of Mr. Barrett, this appropriation was made as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR RADIO STATION FOR PURCHASE OF RECORDS

(4) At the meeting of the Board on May 27, 1936 (Minutes, page 651), an appropriation of \$1,200 was made from the General Reserve Fund for the purchase of a transcription or record service from the National Broadcasting Company for one year.

The Director of the Radio Station reports that the Company's practice is to rent the records but not to sell them outright. In case the University should not be allowed to keep the recorded programs, he requests authorization to use the appropriation for the purchase of other commercial records, blank records on which the Station will make its own recordings, and filing cabinets.

I concur in this recommendation.

On motion of Mr. Barrett, the action of May 27, appropriating \$1,200 for record service was rescinded.

On motion of Mr. Barrett, \$1,200 or so much thereof as may be necessary, was appropriated from the General Reserve Fund for the Radio Station as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR REMODELING THE ILLUMINATION LABORATORY

(5) A recommendation that an appropriation of \$5,500 be made from the General Reserve Fund to cover the cost of the necessary work proposed in remodeling the Illumination Laboratory of the Department of Electrical Engineering.

On motion of Mr. Barrett, this appropriation was made, by the

²Appropriations made subject to release by President Willard, but balance not yet released by him for expenditure.

following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

**AGREEMENT WITH LINDE AIR PRODUCTS COMPANY AND
APPROPRIATION FOR RESULTING NECESSARY
CHANGES IN WOODSHOP**

(6) The Linde Air Products Company of New York has offered to lend the University, without charge, gas welding equipment valued at \$1,800. Since the University's facilities for instruction in welding are inadequate, the acceptance of this loan will make it possible to give instruction in gas welding with equipment constantly kept up to date and in good condition at no expense to the University. The use of this equipment will, however, require certain changes in the woodshop, the cost of which is estimated at \$850. The Faculty Committee on Special Appropriations and Non-recurring Expenditures agrees with the Dean of the College of Engineering and the Head of the Department of Mechanical Engineering that the University should take advantage of this offer, and recommends that a special appropriation of \$850, or so much thereof as may be necessary, be made from the General Reserve Fund for this purpose.

I recommend authorization of an agreement with the Linde Air Products Company for the loan of this equipment, and an appropriation of \$850 to cover the cost of the necessary changes in the woodshop and the installation.

On motion of Mr. Barrett, the agreement was authorized and the appropriation was made as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR PUBLISHING KASKASKIA VALLEY REPORT

(7) A recommendation that an appropriation of \$500 be made from the General Reserve Fund for the mimeographing of 1,000 copies of the Kaskaskia Valley Report which has been made by members of the University staff, the staffs of the State Surveys, and the staffs of certain State departments for the Illinois State Planning Commission.

On motion of Mr. Barrett, this appropriation was made, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

ENTRANCE EXAMINATION FUND

(8) Since 1917, the University has been giving examinations four times a year, usually in Chicago, for candidates for admission to the State Bar Examinations. This practice was started at the request of the Board of Bar Examiners under an arrangement that the University should charge fees high enough to cover all expenses. Originally these examinations were in high school subjects only, but in 1926, again at the request of the Board of Bar Examiners, examinations in college subjects were added. The fees established by the Board of Trustees were \$1.00 a unit for high school examinations and \$1.00 a subject for college examinations.

The Registrar reports that recently the income from fees has been insufficient to cover the expense of giving these examinations and that there will be a deficit of \$600 this year. He therefore recommends that the fee be increased to \$1.50 per college subject.

I concur in this recommendation and recommend further that an appropriation of \$600 be made from the General Reserve Fund to the Entrance Examination Fund to cover the deficit. The increased fee will, of course, make up for this in time. Since this appropriation is to cover a deficit, it should be effective for the fiscal year 1935-1936.

On motion of Mr. Barrett, this recommendation was adopted and the appropriation was made as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR POWER PLANT IMPROVEMENTS

(9) A recommendation that the sum of \$30,000, which was reserved for the second half of the current biennium for "Power Plant Improvements," be

appropriated for this purpose with the provision that this fund, or any part thereof, shall be subject to release by the President of the University.

On motion of Mr. Barrett, this appropriation was made as recommended by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

APPROPRIATION FOR RECREATIONAL FACILITIES IN CHICAGO DEPARTMENTS

(10) A recommendation that an appropriation of \$5,000 be made from the General Reserve Fund for the construction of three tennis courts for the use of students and members of the faculty of the Colleges of Medicine, Dentistry, and Pharmacy on the land at the southeast corner of Wood and Polk Streets in Chicago, purchased this year by the University and which is now being cleared.

The Director of the School of Physical Education recommends that if it is possible to acquire the land owned by the University of Chicago at the southwest corner of Polk and Lincoln Streets (south of the Cook County Nurses Home and west of the Medical and Dental Building), either through lease or purchase, it be done and that tennis courts and soft-ball diamonds be constructed on this area. The Physical Plant Department reports that it would be possible to provide two double tennis courts and two soft-ball diamonds on this area, and the total cost of these facilities would be \$7,000.

The above estimates contemplate the use of concrete for surfacing of tennis courts, and clay and sand for the soft-ball diamonds. Necessary fencing is included in both the above estimates.

On motion of Mr. Barrett, the appropriation of \$5,000 was made as recommended, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent, Dr. Meyer.

PURCHASE OF BRONCHOSCOPE

(11) A recommendation that an appropriation of \$2,500 be made from the General Reserve Fund for the purchase of a bronchoscope for use jointly by the College of Medicine and the Research and Educational Hospitals. This equipment will cost \$5,000. The Department of Public Welfare will make an assignment of \$2,500 to pay half the cost. The equipment will become the property of the University.

On motion of Mr. Barrett, the appropriation of \$2,500 was made as recommended for the University's share of this purchase, by the following vote: Aye, Mr. Karraker, Mr. Barrett; no, none; absent Dr. Meyer.

ACOUSTICAL CORRECTIONS IN VARIOUS BUILDINGS

(12) The Director of the Physical Plant Department submits the accompanying schedule of bids received for acoustical corrections in various buildings at Urbana and Chicago. (See page 780.)

In analyzing these bids, two factors are of primary importance, viz.: (1) the price per unit of correction; (2) whether the material is paintable. The bid of Edward J. Kearns and Company for installation of half-inch quietile is low in total as well as on a unit price basis, but this type of material cannot be painted. In view of this fact, the Director recommends that the contract be awarded to the Celotex Corporation through their territorial representatives, Watson Engineering Company at Urbana and James L. Lyon Company in Chicago.

On motion of Mr. Barrett, this contract was awarded to the Celotex Corporation as recommended.

The Executive Committee adjourned.

H. E. CUNNINGHAM
Clerk

O. M. KARRAKER, *Chairman*
E. E. BARRETT

BID SCHEDULE—ACOUSTICAL CORRECTIONS

Rooms	Units Required	Celotex Corp. (7)	Fred Manthel (Armstrong Cork & Insulation Co.)	Luse- Stevenson Company	Turner Resilient Floors Inc.	Edward J. Kearns and Company (U. S. Gypsum Co.)			
						Quietile ¾" thick	Quietile 1" thick	Acoustone ¾" thick	Acoustone 1" thick
In Urbana									
100 Physics									
Units	1100	1100	960	1200	1100	1103	1084	1103	1100
Price		\$620.40	\$728.70	\$597.00	\$545.00	\$533.00	\$524.00	\$770.00	\$674.00
Material		C-1 Celotex	Corkoustic #60 ¹	B.Absorbex	Corkoustic	.....	.....	.....	.....
110 Physics									
Units	525	552	510	621	525	528	525	528	527
Price		\$316.25	\$369.25	\$310.00	\$335.00	\$228.00	\$233.00	\$359.00	\$315.00
Material		C-1 Celotex	Corkoustic #60 ¹	B.Absorbex	Corkoustic	.....	.....	.....	.....
111 Library									
Units	457	468	480	552	457	473	461	473	455
Price		\$272.58	\$338.30	\$300.00	\$298.00	\$198.00	\$203.00	\$313.00	\$275.00
Material		C-3 Celotex	Corkoustic #60 ¹	A.Absorbex	Corkoustic	.....	.....	.....	.....
300 Library									
Units	230	268	272	360	230	229	235	229	230
Price		\$153.73	\$195.30	\$240.00	\$180.00	\$102.00	\$107.00	\$151.00	\$132.00
Material		C-1 Celotex	Corkoustic #60 ¹	B.Absorbex	Corkoustic	.....	.....	.....	.....
104 Administration									
Units	140	144	137	168	140	143	146	143	146
Price		\$79.20	\$84.30	\$90.00	\$79.00	\$67.00	\$63.00	\$103.00	\$101.00
Material		C-1 Celotex	Corkoustic #60 ¹	B.Absorbex	Corkoustic	.....	.....	.....	.....
252 Administration									
Units	366	482	370	380	366	365	353	365	371
Price		\$326.38	\$256.20	\$192.00	\$228.00	\$158.00	\$155.00	\$248.00	\$224.00
Material		C-1 Celotex	Corkoustic #60 ²	B.Absorbex ³	Corkoustic	.....	.....	.....	.....
317 Commerce									
Units	593	787	595	648	593	592	595	592	612
Price		\$451.27	\$416.50	\$324.00	\$380.00	\$237.00	\$230.00	\$396.00	\$357.00
Material		C-1 Celotex	Corkoustic #60 ²	B.Absorbex ³	Corkoustic	.....	.....	.....	.....
In Chicago									
221 M. & D. Lab.									
Units	1010	1008	.....	1056	1010	.....	1013	992	1023
Price		\$562.00	.....	\$695.00	\$470.00	.....	\$448.00	\$660.00	\$594.00
Material		C-2 Celotex	.....	B.Absorbex ⁴	Corkoustic	.....	.....	.....	.....
423 M. & D. Lab.									
Units	593	717	.....	676	410	.....	687	.....	641
Price		\$424.00	.....	\$536.00	\$238.00	.....	\$323.00	.....	\$392.00
Material		C-2 on Ceil. C-1 on Walls	.....	B.Absorbex ⁴	Corkoustic	.....	.....	.....	.....
Total Bid									
Units	5014	5526 ⁵	3324 ⁶	5661	4831	3433 ⁵	5099	3433 ⁶	5105
Total Price		\$2,993.55	\$2,388.55	\$3,284.00	\$2,853.00	\$1,523.00	\$2,286.00	\$2,340.00	\$3,064.00
Price per Unit		@54.17¢	@71.86¢	@58.03¢	@59.05¢	@44.37¢	@44.83¢	@68.18¢	@60.02¢

¹Down 30" also on walls.

²Does not cover entire ceiling.

³Choice of colors.

⁴Some on rear wall.

⁵Deducting — \$197.26 if all seven rooms in Urbana installed as one contract.

⁶Quotation for work in Urbana only.

⁷Quotations of Watson Engr. Co., for Urbana and James M. Lyon Co., for Chicago, territorial representatives.

SECOND SESSION, JUNE 29, 1936

When the Board convened after the recess on June 29, 1936, the same persons were present as at the first session; and also Dr. Karl A. Meyer, a member of the Board.

MINUTES APPROVED

The Secretary presented the minutes of the meeting of May 27, 1936.

On motion of Mr. Barrett, the minutes were approved as printed on pages 645 to 774 above.

EXECUTIVE COMMITTEE MEETING, JUNE 18, 1936

The Secretary presented for record the minutes of a meeting of the Executive Committee held June 18, 1936:

At the request of the President of the University, a meeting of the Executive Committee of the Board was held in the office of Edward E. Barrett, 1110 Wrigley Building, Chicago, for the purpose of considering the request of the University of Illinois Foundation that the Board of Trustees of the University of Illinois apply to the Government for a grant from P.W.A. funds for the purpose of assisting in the construction of a Student Center Building at the University of Illinois, the balance of funds required for such a building to be secured by subscription from alumni of the University and others interested.

The meeting was called to order at 4 p.m. Thursday, June 18, 1936. Those present were: Dr. Karl A. Meyer and Edward E. Barrett, members of the Executive Committee, and Sveinbjorn Johnson, Counsel for the University.

Judge Johnson stated that it was important that application for Government funds be made promptly if made at all and that to wait for formal action of the Board of Trustees on June 29 would be delaying too long.

Edward E. Barrett acted as Chairman of the meeting.

On motion of Dr. Meyer, Dr. Arthur Cutts Willard, President of the University, was authorized to make application at once for a grant from P.W.A. funds for the purpose stated.

There being no other business, the Committee adjourned.

EDWARD E. BARRETT, *Acting Chairman*
KARL A. MEYER
ORVILLE M. KARRAKER

MATTERS PRESENTED BY PRESIDENT WILLARD

The Board considered the following matters presented by the President of the University.

PURCHASE OF PROPERTY

(1) The Director of the Physical Plant Department recommends that the Board consider purchasing the property at 1759 West Polk Street, Chicago, a vacant lot 51' by 125' at the southeast corner of Wood and Polk Streets across from the main entrance to the Second Unit of the Medical and Dental College Laboratories Building.

It is highly desirable for the University to control this corner to prevent its development for commercial purposes. It has not been possible to secure a definite price from the owner, but the agent with whom the University has dealt in previous purchases of property in Chicago is of the opinion that it is not worth more than \$15,000. Possibly the University can acquire it for less.

The Director of the Physical Plant Department therefore recommends that the purchase of this property at a price of not to exceed \$15,000 be authorized and that an appropriation of \$3,000 be made from the General Reserve Fund for the initial payment on the purchase contract, the balance to be paid within a period of twelve months.

On motion of Mr. Williams, the purchase of this property was authorized and the appropriation was made as recommended, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mr. Mayer, Mrs. Plumb, Mr. Wieland.

At this point, Mr. Mayer took his place with the Board.

ADJUSTMENTS IN THE SALARY BUDGET

At this point, Mr. Barrett raised the question of certain salaries in the Physical Plant Department.

On motion of Dr. Meyer, an appropriation of \$1,500 was made from the General Reserve Fund to increase certain salaries as follows: Director C. S. Havens, to be \$5,500; Mr. E. L. Stouffer, to be \$4,150; Mr. John Doak, to be \$4,100. The appropriation was made by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

EXPENSE AND EQUIPMENT BUDGET

(2) The Expense and Equipment Budget.

The President of the University requested Mr. Morey to present the following summary.

The Expense and Equipment Budget is an analysis by object of expenditure of the proposed appropriations for 1936-1937 as summarized in the General Budget. A budget summary by object for each college, department, division, or account for which an appropriation is proposed is included in the Expense and Equipment Budget. These budget summaries are arranged in the same order as the corresponding accounts are listed in the General Budget.

The summary in the Expense and Equipment Budget for each account is an analysis of the total budget for that account. For example, the proposed appropriation for the Board of Trustees as shown in the General Administrative Offices and Departments and General Expense Summary on page 7 of the mimeographed General Budget (Minutes, page 667) is \$14,145 as compared with \$14,145 for 1935-1936 and is made up of \$1,520 for salaries and wages, and \$12,625 for other expense. The salaries and wages total of \$1,520 is supported by a detailed list of positions on page 8 of the mimeographed General Budget (Minutes, page 668). The Expense and Equipment figure of \$12,265 is analyzed by object on page 1 of the Expense and Equipment Budget.

Likewise, the summary for the College of Liberal Arts and Sciences on page 26 of the mimeographed General Budget (Minutes, page 675) shows proposed appropriations of \$248,454 for the Department of Chemistry, as compared with a total of \$236,244 for 1935-1936. The proposed total consists of \$171,686 for salaries and wages and \$76,708 for other expense. A detailed list of positions is shown on pages 32-38 of the mimeographed General Budget (Minutes, pages 676-679), supporting the salaries and wages total, and an analysis by object, of the expense and equipment figure is shown on page 38 of the Expense and Equipment budget.

The method of administration of the budget after adoption is set forth in the Explanatory Notes on page 1 of the mimeographed General Budget (Minutes, page 661).

Mr. Morey presented the summary, with his comments thereon.

On motion of Mr. Barrett, the Expense and Equipment budget was approved, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

REVISED BANKHEAD-JONES BUDGETS

(3) The Dean of the College of Agriculture submits the following revised budgets of certain Federal funds for research and extension: the Bankhead-Jones (Research) budget for the Agricultural Experiment Station; and the Bankhead-Jones budget, Smith-Lever budget, and Additional Cooperative Fund budget for the Extension Service in Agriculture and Home Economics.

These revisions are necessary because of adjustments in funds which have been made available for these purposes by the Federal government. I recommend approval of these revised budgets.

Federal Bankhead-Jones Research Fund

Expense and equipment.....		\$12 328 26
Salaries and wages.....		31 040 00
<i>Total</i>		<u>\$43 368 26</u>
<i>Administration</i>		<i>Salary</i>
1. _____, (See Administration, Item 12).....	D	\$1 800
2. _____, (See Bankhead-Jones Extension Fund, Item 15).....	DG50	3 000
3. _____, (See Bankhead-Jones Extension Fund, Item 16).....	DG60	1 500
<i>Agricultural Economics</i>		
4. _____, (To be inserted in Agricultural Economics Budget as Item 18a. Rank, Assistant).....	D	2 000
<i>Agricultural Engineering</i>		
5. _____, (To be inserted in Agricultural Engineer- ing Budget as Item 8a. Rank, Assistant).....	D	1 800
6. _____, (To be inserted in Agricultural Engineer- ing Budget as Item 8b. Rank, Assistant).....	DG50	720
7. _____, (See Agricultural Engineering, Item 9).....	D	1 500
<i>Agronomy</i>		
8. L. V. Sherwood (See Agronomy, Item 37).....	D	1 500
9. V. G. Sprague (See Agronomy, Item 38).....	D	1 500
<i>Animal Husbandry</i>		
10. J. B. Shields (See Animal Husbandry, Item 21).....	D	2 200
11. _____, (To be inserted in Animal Husbandry Budget as Item 24a. Rank, Assistant).....	D	1 800
12. J. M. Severens (See Animal Husbandry, Item 25).....	D	1 500
13. A. E. Cullison (See Animal Husbandry, Item 31).....	DG50	720
<i>Dairy Husbandry</i>		
14. _____, (To be inserted in Dairy Husbandry Budget as Item 15a. Rank, Assistant).....	D	1 800
<i>Home Economics</i>		
15. Mrs. Virginia W. Randall (See Home Economics, Item 28).....	DG50	720
16. Gladys Marie Kinsman (To be inserted in Home Eco- nomics Budget as Item 23a. Rank, First Assistant).....	D	2 100
<i>Sub-total, Salaries</i>		(26 160)
17. Wages.....	H	4 880
<i>Total, Bankhead-Jones Research Fund</i>		<u>\$31 040</u>

Federal Smith-Lever Fund

Expense and equipment.....	\$ 24 156 67
Salaries and wages.....	181 568 00
<i>Total, Federal Smith-Lever Fund</i>	<u>\$205 724 67</u>

Federal Additional Cooperative Fund for Extension

Expense and equipment.....	\$ 2 080 00
Salaries and wages.....	20 420 00
<i>Total, Federal Additional Cooperative Fund for Extension..</i>	<i>\$22 500 00</i>

Federal Bankhead-Jones Fund for Extension

Expense and equipment.....	\$ 77 949 07
Salaries and wages.....	203 889 00
<i>Total, Federal Bankhead-Jones Fund for Extension.....</i>	<i>\$281 838 07</i>

Mr. Morey commented on these changes.

On motion of Mr. Barrett, these revised budgets were approved as recommended, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

BIDS ON SERVICE BUILDING FOR COLLEGE OF AGRICULTURE

(4) On April 18, 1936 (Minutes, page 613), the Board of Trustees authorized the Director of the Physical Plant Department to secure bids on a scale house and service building for the College of Agriculture. The Director submits the accompanying schedule of bids (page 785). Since the balance in the appropriation for "Minor Agricultural Buildings" is considerably less than the base bids, he has also submitted a budget showing possible eliminations, in case it is necessary to construct this building within the amount available:

BUDGETED COSTS—SCALE HOUSE

	<i>Base Bid</i>	<i>Omitting Cattle Wash Room²</i>	<i>Omitting Toilet Group²</i>	<i>Omitting Office Unit²</i>
1. General Contract.....	\$10 597 00	\$9 524 00	\$8 040 00	\$6 503 00
2. Plumbing & Heating Contract....	3 607 30	3 009 62	708 62	193 62
3. Services (Water, etc.).....	564 00	564 00	564 00	300 00
4. Overhead Doors.....	700 00	700 00	.....	.....
5. Painting of Overhead Doors.....	30 00	30 00	.....	.....
6. 30 Tons Scales ¹	1 400 00	1 400 00	1 400 00	1 400 00
7. Installation of Scales.....	370 00	370 00	370 00	370 00
8. Lighting Fixtures.....	100 00	85 00	75 00	50 00
9. Furnishings.....	100 00	.....	.....	.....
10. Builder's Risk Insurance.....	10 00	10 00	8 00	6 00
11. Supervision.....	125 00	125 00	100 00	.....
12. Contingencies.....	400 00	300 00	200 00	200 00
<i>Total.....</i>	<i>\$18 003 30</i>	<i>\$16 117 62</i>	<i>\$11 465 62</i>	<i>\$9 022 62</i>

¹\$26.25 allowed for freight and drayage.

²And other items indicated.

Director Havens commented on these schedules.

On motion of Mr. Barrett, all bids for the construction of this building were rejected, and the Director of the Physical Plant Department was instructed to call for new bids and to include a bid by his own department.

BIDS ON PAINTING WORK IN UNIVERSITY BUILDINGS IN CHICAGO

(5) The Director of the Physical Plant Department submits the following schedule of bids received for painting in the Chicago Departments. The schedule refers to certain areas in the first unit of the Medical and Dental College Laboratories Building, the Research Laboratory and Library, and the College of Pharmacy Buildings, on which separate bids were secured so that it would be possible to restrict the amount of work to be done if the total were found to be in excess of funds available for this purpose. The bids are within the amount of funds available in the budget for operation and maintenance in the Chicago Departments.

BID SCHEDULE—SCALE HOUSE—GENERAL WORK

Bidders	Base Bid	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Bond	Check
John Felmley Co.....	\$12 700 00	\$ 1 300 00	\$1 700 00	\$1 400 00	a.	\$150 00	\$400 00
With alternates immediately above deducted...	.....	11 400 00	9 700 00	8 300 00	b.	
					c.		
					d.		
Geo. Bennett.....	11 487 00	1 547 00	1 900 00	1 537 00	a. + \$400.00	180 00	345 00
With alternates immediately above deducted...	.....	9 940 00	8 040 00*	6 503 00*	b.	
					c.		
					d.		
T. J. Corkery.....	10 834 00	1 310 00	1 342 00	1 214 00	a. + 151.00	165 00	330 00
With alternates immediately above deducted...	.....	9 524 00*	8 182 00	6 968 00	b.	
					c. + 300.00		
					d. + 40.00		
English Bros.....	10 597 00*	1 000 00	1 200 00	600 00	a. + 400.00	150 00	330 00
With alternates immediately above deducted...	.....	9 597 00	8 397 00	7 797 00	b.	
					c.		
					d.		

*Low bid of group.

BID SCHEDULE—SCALE HOUSE—PLUMBING AND HEATING WORK

Bidders	Base Bid	Alternate #1	Alternate #2	Alternate #3	Bond	Check
Carson-Payson Co.....	.....	.....	.....	.....	.....	.....
Reliable Plumbing & Heating Company.....	\$3 607 30	\$697 68	\$2 301 00	\$515 00	\$54 00	\$108 25
With alternates immediately above deducted...	.....	3 009 62	708 62	193 62	139 51	.....

BID SCHEDULE—PAINTING—CHICAGO

	<i>Frans Decorators</i>	<i>W. S. Alt Co.</i>	<i>W. Ingstrup</i>	<i>Theo. Ebert & Co.</i>
Schedule A.....	\$1 325 00	\$1 073 00	\$ 975 00	\$1 252 00
Schedule B.....	1 662 00	1 496 00	1 372 00	1 423 00
Schedule C.....	400 00	492 00	418 00	670 00
Schedule D.....	792 00	656 00	596 00	587 00
Schedule E.....	260 00	391 00	355 00	320 00
Schedule F.....	305 00	329 00	299 00	378 00
Schedule G.....	305 00	150 00	136 00	189 00
<i>Total</i>	<i>\$4 744 00</i>	<i>\$4 587 00</i>	<i>\$4 171 00</i>	<i>\$4 819 00</i>

The Director recommends that the contract be awarded to W. Ingstrup, the lowest bidder, on the basis of his total bid of \$4,171.

On motion of Mr. Pogue, this contract was awarded to W. Ingstrup, the lowest bidder, as recommended.

PURCHASE OF AUTOMOBILE

(6) The following schedule of bids has been received by the Physical Plant Department on the replacement of the University Cadillac automobile:

SCHEDULE OF BIDS ON REPLACEMENT OF CADILLAC (See also page 787.)

	Buick Series 90L	Chrysler Air Flow Custom Imperial Limousine
1. Sedan.....	.....	.....
2. Limousine:		
(a) 7 passenger limousine, including trunk.....	\$2 361 00	\$2 888 00
(b) Deduct trade-in allowance on Cadillac.....	228 50	549 00
(c) Net cost delivered.....	2 132 50 ¹	2 339 00 ²

¹Includes standard equipment plus two extra wheels mounted forward, leather front seat, and telephone hand set for chauffeur. For radio, with control in front and speaker in front and rear, installed, add \$67.50.

²Includes standard equipment plus one extra wheel in rear compartment, leather front seat, and telephone hand set for chauffeur. For radio, with control in front and speaker in front and rear, installed, add \$61.00.

The Department recommends the purchase of the Packard "Super-Eight" limousine without trunk at the net bid of \$3,268.

On motion of Mr. Mayer, the purchase of the Packard "Super-Eight" limousine, without trunk, but with radio with rear seat control, at a total cost of \$3,394.75, was authorized.

APPOINTMENT OF HEAD OF DEPARTMENT OF HOME ECONOMICS

(7) A recommendation from the Dean of the College of Agriculture that Miss Juliet Lita Bane be appointed Professor of Home Economics, Head of the Department, and Vice-Director of Home Economics Extension Work at a salary of \$5,000 a year beginning September 1, 1936, and continuing until August 31, 1937.

On motion of Mr. Williams, this recommendation was adopted, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

SALARY OF PROFESSOR SYBIL WOODRUFF

(8) A recommendation that the salary of Dr. Sybil Woodruff, Professor of Home Economics, who has been acting as Head of the Department (at an additional compensation of \$100 per month for this service) be increased from her previous salary of \$3,750 a year to \$4,000 a year, effective September 1, 1936, when the additional compensation of \$100 a month for services as Acting Head will be discontinued.

SCHEDULE OF BIDS ON REPLACEMENT OF CADILLAC—*Concluded*

	Packard (Standard)	Cadillac "75"	Packard "Super-Eight"	Cadillac "85"	Lincoln V-12
1. Sedan:					
(a) 7 passenger sedan (delivered cost) including trunk and 2 wheels forward.....	\$3 241 00	\$3 143 00	\$3 923 00	\$3 893 00	\$4 839 00
(b) Deduct trade-in allowance on Cadillac.....	626 00	500 00	754 00	500 00	700 00
(c) Net cost delivered.....	\$2 615 00 ^a	\$2 643 00	\$3 169 00 ^a	\$3 393 00	\$4 139 00
2. Limousine:					
(a) 7 passenger limousine including trunk and 2 wheels forward.....	\$3 383 00	\$3 353 00	\$4 122 00	\$4 103 00	\$4 941 00
(b) Deduct trade-in allowance on Cadillac.....	648 00	500 00	794 00	500 00	700 00
(c) Net cost delivered.....	\$2 735 00 ^a	\$2 853 00	\$3 328 00 ^a	\$3 603 00	\$4 241 00

^aFor omission of trunk, deduct \$60.00. If trunk is to be fitted, add \$30.00. For radio installed, with front seat control, add \$77.25, with rear seat control, add \$126.75.

On motion of Dr. Meyer, this recommendation was adopted, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

SALARY OF PROFESSOR A. M. BUSWELL

(9) A report that, in accordance with the authorization given the President of the University by the Board in adopting the salaries budget for 1936-1937, the University salary of Dr. A. M. Buswell, Professor of Sanitary Chemistry and Chief of the State Water Survey, has been increased from \$2,260 to \$2,400. The salaries of the Chiefs of the State Surveys are being increased to \$6,000. Professor Buswell's salary was formerly \$5,560. The University pays 40 per cent of his salary, and the State Water Survey 60 per cent. On this basis, his increase will amount to \$140 from the University and \$300 from the Survey. This adjustment is to become effective July 1, 1936.

On motion of Mr. Barrett, this action was confirmed, by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Dr. Meyer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Mrs. Plumb, Mr. Wieland.

POSTPONEMENT OF SABBATICAL LEAVE OF ABSENCE OF PROFESSOR H. J. VAN CLEAVE

(10) Professor H. J. Van Cleave, of the Department of Zoology, has been granted a sabbatical leave of absence on full pay for the first semester of 1936-1937. On account of the continued illness and absence of Professor Zeleny, the Head of the Department, Professor Van Cleave has requested that his leave be deferred until he can take it without disrupting the work of the Department.

Since it is to the University's and the Department's interests that Professor Van Cleave remain on duty while Professor Zeleny is away, I concur in the recommendation of the Dean of the College that this leave be deferred, with the understanding that Professor Van Cleave will be permitted to take his sabbatical leave under the same conditions and terms when he can be spared by the Department, this to be determined by the Dean of the College and the President of the University.

On motion of Mrs. Freeman, this recommendation was adopted, and the Secretary was instructed to convey to Professor Van Cleave an expression of the Board's appreciation of his loyal and unselfish service.

LEAVE OF ABSENCE OF P. W. KETCHUM

(11) A recommendation that Dr. P. W. Ketchum, Associate in Mathematics, be given leave of absence for one year from September 1, 1936, without pay, to enable him to spend next year in study and research at The Institute for Advanced Study at Princeton University.

A substitute has been appointed to teach his courses during his absence.

On motion of Mr. Pogue, this leave was granted.

LEAVES OF ABSENCE

(12) A report that the following members of the staff have been given leaves of absence for the purpose and period indicated in each case:

1. Professor H. A. Ruehe, Head of the Department of Dairy Husbandry, sick leave from May 5 to May 29, 1936, with pay. Professor Ruehe took care of his work at his home during this period.
2. Professor A. H. Clark, of the College of Pharmacy, sick leave with pay from May 25, 1936, to the close of the present academic year.
3. Mabel Deere, Editorial Assistant in the Agricultural Experiment Station, fifteen days beginning September 1, 1936, as additional vacation without pay.

4. M. P. Claussen, Service Fellow in History, first semester of 1936-1937, or from September 1, 1936, to February 1, 1937, with pay, to enable him to spend the time in London to collect materials on his thesis, "Anglo-American Relations during the Civil War." During the second semester Mr. Claussen will render service equivalent to what he would render under this fellowship if he were in residence the full year.

5. Paul David, laborer in the College of Dentistry, sick leave with full pay from May 9 to June 8, 1936, in addition to the sick leave and vacation allowances to which he is entitled under the University Statutes. This leave was granted in consideration of Mr. David's long period of service, covering 28 years, in the Colleges of Medicine and Dentistry.

6. Mrs. Helen Taylor Butner, a member of the staff of the Department of Home Economics, sick leave from June 13, to June 27, 1936, with pay.

On motion of Mr. Barrett, these leaves were approved.

EXCHANGE OF PROFESSORSHIPS WITH UNIVERSITY OF OSLO IN NORWAY

(13) A request for authority under the University Statutes to permit Professor L. M. Larson, of the Department of History, to exchange his position as Professor of History, but not as Head of the Department, with Professor A. W. Brögger, of the University of Oslo, Norway, for the second semester of the year 1936-1937. The Department of History and the Dean of the College of Liberal Arts and Sciences have advised that this exchange of professorships will involve no increase in the cost of instruction in that Department. Certain questions, however, need to be settled before this arrangement is put into effect. Hence this recommendation is for authority to approve the exchange, subject to satisfactory arrangement of details, instead of a definite recommendation that it be authorized at this time.

On motion of Dr. Meyer, the President of the University was authorized to approve this exchange on such terms as may seem proper.

RESIGNATION OF PROFESSOR W. E. BURGE

(14) The Dean of the College of Liberal Arts and Sciences recommends that Professor W. E. Burge, Acting Head of the Department of Physiology, be given leave of absence on one-half pay during the academic year 1937-1938, and that at the end of that year his resignation from the faculty be accepted.

On motion of Mr. Pogue, this recommendation was concurred in.

DIRECTORS OF THE ATHLETIC ASSOCIATION

(15) A recommendation that the following be appointed directors of the University of Illinois Athletic Association to serve until the annual meeting of the Board of Trustees in 1937, or until their successors have been elected: Director George A. Huff; Professor F. A. Russell; Professor F. E. Richart; Mr. J. P. Kratz, Monticello, Illinois; Mr. W. E. C. Clifford, Champaign, Illinois. (The Constitution of the Athletic Association provides that its directors shall be appointed by the Board of Trustees of the University on the nomination of the President of the University.)

On motion of Mr. Mayer, these directors were appointed as recommended.

AWARD OF C.P.A. CERTIFICATES

(16) A recommendation that the following candidates who have been certified by the Board of Examiners in Accountancy as having passed the C.P.A. examination in May, 1936, be awarded the certificate of Certified Public Accountant:

LEWIS LEOPOLD AARON
HAROLD W. ALENDUFF
BOYD ANDERSON BEST
C. A. BLANKENBURG
WILLIAM WEBB BRADY
ROY W. CARLSON
MARTIN HENRY CAWLEY

EARL CHRISTMAS
WILLMAR AARON CHULOCK
JOHN EUGENE CORNYN
FRANCIS H. DAFT
BENNO B. EPSTEIN
JOHN C. FERRIS
CLIVE MALCOLM FINEGAN

QUENTIN K. FORD
 EDWARD ANTHONY FRUTH
 FRANK M. GIBBONEY
 LEO R. GILLERAN, JR.
 JACOB GOLDBERG
 SOL GOSS
 JAMES EDWIN GRIFFITHS
 CARL IVER GUSTAFSON
 EARL PAUL HARVEY
 KARL K. KAEMPFER
 M. A. KAEMPFER
 ROBERT S. KELLING
 EVELYN MARIE KUBICEK
 ROBERT HAINES LAGROU
 RAY GORDON LAUGHLIN
 JEROME S. LEVITON
 SIDNEY MANOWITZ
 MURRAY MILTON MENDELL
 FRED M. MERSINGER
 CARREL F. MILLER
 SAM H. MILLMAN
 IRVING J. OLSON
 HARRY H. POMERANZ

WALTER STANLEY PROSNIOWSKI
 GEORGE H. PULSFORD
 JOHN P. REEDY
 MARK IRA SAMMON
 MILBURN M. SARTIN
 CLAYTON J. SCHLOSSER
 ALWIN M. SEAVEY
 WALLACE BORRIS SHLOPACK
 JOHN M. SILVERT
 MEYER SKOLNICK
 LOUIS ELIAS SKOLNIK
 HANS WALTER STADTLANDER
 LEO SIMON STEIN
 W. P. STOWE
 HOMER L. TRIPP
 DONALD H. TRONVIG
 SAWYER A. TULLER
 SIDNEY TURETSKY
 RALPH J. VONESH
 A. E. WEIDMAN
 FRED E. WELSH
 WILBUR M. YOUNG

On motion of Mr. Barrett, these certificates were awarded as recommended.

KATE NEAL KINLEY MEMORIAL FELLOWSHIP

(17) A report that Miss Mary Elizabeth Huff, 5216 Dorchester Avenue, Chicago, has been appointed to the fifth Kate Neal Kinley Memorial Fellowship, and that Mr. Theodore Davis Parmelee, 802 Florida Street, Urbana, has been appointed alternate.

This report was received for record.

ADMISSION TO CURRICULUM IN LANDSCAPE ARCHITECTURE

(18) The requirements for admission to the curriculum in Landscape Architecture include two units of foreign language. The University Senate recommends that this language requirement be discontinued.

On motion of Dr. Meyer, this change was approved.

CURRICULUM IN MUSIC EDUCATION

(19) A recommendation from the University Senate that the name of the curriculum in Public School Music be changed to the curriculum in Music Education, and that the degree to be awarded be changed from Bachelor of Science in Public School Music to Bachelor of Science in Music Education.

On motion of Mr. Williams, this recommendation was approved.

REQUIREMENTS FOR ADMISSION TO THE COLLEGE OF MEDICINE

(20) A recommendation from the University Senate that the following new requirements for admission to the College of Medicine be adopted:

Subject to the approval of a three-year pre-professional curriculum in medicine at Urbana, the University Senate recommends to the Board of Trustees that the following new requirements shall go into full effect when the number of applicants who fulfill them equals the number that can be efficiently accommodated in the first-year class; but beginning in 1937 preference will be given to students who comply with them subject to the conditions as to residence and subject to a prior right of admission on the part of students who have completed the two-year pre-professional curriculum at Urbana and apply for matriculation in the College of Medicine on or before the beginning of the academic year 1938-1939.

College of Medicine (Chicago).—No student who is on scholastic probation at, or who has been dropped for poor scholarship from, the last institution attended prior to seeking admission to the University in its College of Medicine, will be considered for admission. For admission to the College of Medicine, applicants must present satisfactory evidence of seven years of study as follows:

1. Four years in an accredited high school or the equivalent, with not fewer than fifteen units of credit.
2. Not less than eighty-eight semester hours in a recognized college or university exclusive of military, hygiene, and physical education. Each applicant, whether from the University of Illinois, or from another institution, must have attained a scholastic average of not less than 3.5, or its equivalent as determined by the University of Illinois for institutions using a different grading system (*see Note 1, below*). In determining the scholastic average, grades received in military science, physical education, and hygiene will not be considered. The eighty-eight semester hours must include the following:

Chemistry:	Semester Hours
Organic.....	4 hours
Quantitative analysis.....	3 hours
Elementary physical.....	3 hours
Total, including introductory courses, not less than.....	16
Physics, including laboratory work in mechanics, heat, sound, light, and electricity, not less than.....	8
Biology, including general and vertebrate zoology and general embryology, not less than.....	10
English, not less than.....	6
German or French (<i>see Note 2, below</i>), not less than.....	6
Social sciences, including elections from at least two of the following fields: anthropology, economics, history; philosophy, political science, psychology, and sociology.....	14
Electives to make a total of.....	88

Note 1: Grades.—This rule is interpreted according to the number of passing grades. In a system of four passing grades, A, B, C, and D, the literal grades are translated into figures as follows: A = 5; B = 4; C = 3; D = 2; E (condition) = 1; F (failure) = 0. Where there are more or less than four passing grades, the computation is adjusted to make the same level of accomplishment apply. The individual grades are multiplied by the respective number of semester hours which each represents, and the sum of these products is divided by the total number of semester hours taken. In the case of courses previously passed and repeated, both grades earned will be counted in computing the average.

Note 2.—The student is urged to secure a reading knowledge of one of these languages. This will ordinarily require at least six credit hours of study in the same language in college after two years in high school, or two full years of study (in a class reciting at least three periods a week) in college if the language was not studied in high school.

The Dean and Registrar may waive full compliance with the course specifications in the case of applicants possessing unusually high qualifications.

Preference to Illinois Residents.—In considering applications for admission to the College of Medicine, preference is given to candidates who are residents of Illinois. Places in the first-year class shall be assigned to applicants from Cook County and to applicants from Illinois outside Cook County in the proportion which each area bears to the total population of the state according to the latest federal census; provided that if at any time the quota from either area is not filled the remaining places may be assigned to applicants from the other area. On this basis at the present time approximately fifty per cent of the places in the first-year class will be assigned to applicants from Cook County and fifty per cent to applicants who are residents of Illinois outside Cook County.

The Committee on Educational Policy further recommends that when a three-year pre-professional curriculum in medicine at Urbana is announced, a statement to the following effect be printed in the Annual Register in connection with the statement of requirements for admission to the College of Medicine.

Students registered in the medical curriculum.—The eight-year medical curriculum offered by the University consists of three years of pre-professional study at Urbana, including the required subjects stated above, two years of pre-clinical study and two years of clinical study in the College of Medicine at Chicago and twelve months as an interne in a hospital approved by the University. At the end of the first five years the student will receive the degree of Bachelor of Science in Medicine. (*Note:* By complying with the requirements in the College of Liberal Arts and Sciences at Urbana, a student may obtain at the end of the fourth year the degree of Bachelor of Arts or Bachelor of Science.) At the end of the seventh year the student will receive the Certificate in Medicine or, at his option, the degree of Bachelor of Medicine. Upon completing the eight-year medical curriculum, including the twelve months of internship, the student will receive the degree of Doctor of Medicine.

Subject to the restrictions of geographical distribution, the registration of students in the medical curriculum who have completed the second and third years of the pre-professional study at Urbana will be continued in the College of Medicine. Students who do not take the second and third years of the pre-professional curriculum at Urbana will be considered on the same basis as applicants for admission from other institutions. Registration of students entitled to continue in the College of Medicine is subject to the following conditions:

1. The student who wishes thus to continue his work in the University must signify his intention to the Registrar, on a form provided by the Registrar, not later than March 1 of the year in which he proposes to continue his work in the College of Medicine in Chicago.

2. The student must comply with the general regulations for registration in the University in the medical course. This includes the payment of a deposit of \$15.00 within two weeks of the date of notification that he will be admitted. Failure to pay this deposit within the specified time will subject the applicant to forfeiture of his place. If he enters, the deposit will be applied on the fees of the first semester.

3. No student who is on probation in the University (or who has been dropped from the University for poor scholarship) at the time he seeks to continue his University registration in the College of Medicine, has any claim to precedence in registration over students who come with clear records from the University of Illinois or other institutions.

4. No student at Urbana will be permitted to transfer his registration to the College of Medicine while his record shows a deficiency in any of the subjects which, as general requirements of the University, are a part of his curriculum.

5. The registration of non-residents of Illinois can be continued in the College of Medicine only provided there is room after all properly qualified residents of the state have been accommodated.

Students who have had their pre-medical work at other institutions.—The order of admission to the College of Medicine of students who have had their pre-medical work at other institutions, that is, applicants not registered in the regular eight-year medical curriculum or who have not had at least the second and third pre-medical years at Urbana, shall be based upon their scholastic records; provided that the minimum scholastic average in all cases shall be equivalent to a 3.5 average in the University's grading system, as now required. The scholastic records of all such applicants shall be averaged on or about July 1 and the first-year class shall be filled by assigning to it applicants in the order of their scholastic standing, beginning with the highest ranking applicant; vacancies which may occur after all places in the class have been assigned may be filled from the remaining applicants in the order of their scholastic standing.

On motion of Dr. Meyer, these requirements were adopted as recommended.

REQUIREMENTS FOR TRANSFER TO PROFESSIONAL SCHOOLS

(21) A recommendation that the regulation adopted by the Board on February 9, 1935 (Minutes, page 112), relating to the transfer of students from the undergraduate colleges to the professional schools, be amended to read as follows (the first paragraph is unchanged, but the second paragraph has been revised to provide a practical method of dealing justly with cases involving deficiencies without waiving permanently these general requirements):

Each candidate for a bachelor's degree must meet the general requirements of the University with respect to registration, residence, military science, hygiene, and physical education; must pass in the subjects marked prescribed in his curriculum; must conform to the directions of that curriculum in regard to electives and the total number of hours required for graduation; and must meet the minimum scholarship requirements which the University has approved for his college or school.

An undergraduate student in the Urbana departments of the University will not be permitted to transfer his registration to any of the professional schools of the University in Chicago while his record shows a deficiency in any of the subjects which, as general requirements of the University, are a part of his curriculum. A student who enters one of the professional schools at Urbana deficient in any general requirement of the University will be required immediately to register in the subject or subjects in which he is deficient and to continue such registration in successive semesters until the University requirement is met in full.

On motion of Mrs. Freeman, this regulation was amended as recommended.

USE OF TENNIS COURTS IN THE SUMMER

(22) On December 20, 1933 (Minutes, page 424), a report was made to the Board that the President of the University had authorized the use of the University's recreational facilities by persons not officially connected with the University who have received official permission and upon the payment of certain stipulated fees. This schedule of fees covers both the regular academic year and the summer and the indoor facilities as well as the tennis courts.

The Director of the School of Physical Education has recommended that the general public be permitted to use the tennis courts at the Stadium, which belong to the University, and certain tennis courts which do not belong to the University but which are maintained by the Athletic Association, during the summer without charge, but subject to such regulations as his office will prescribe. All other University courts will be reserved for the use of students in the Summer Session and of members of the faculty, except that the courts behind the Woman's Gymnasium will be reserved exclusively for the use of women. This arrangement is for the summer months only, or from June 1 to September 1 of each year.

On motion of Mr. Mayer, this recommendation was adopted.

AGREEMENT FOR BACTERIOLOGICAL INVESTIGATION OF SEMI-ACID CANNED FOODS

(23) A recommendation for the approval of an agreement with the American Can Company for a cooperative bacteriological investigation of semi-acid canned foods by the University through its Department of Bacteriology.

This agreement is drawn for a period of one year beginning September 1, 1936, with provision for its extension, and the Company has agreed to pay the University \$1,400 to cover the expenses of the investigation. The agreement conforms in all respects to other cooperative agreements of this kind.

On motion of Mr. Williams, the execution of this agreement was authorized.

CHANGES IN AGREEMENTS FOR COOPERATIVE INVESTIGATIONS

(24) A report that the following agreements, previously authorized by the Board, for cooperative investigations have been extended or modified, as indicated:

1. Institute of American Poultry Industries for employment of a part-time special research assistant to review and abstract scientific literature on the subject of poultry and eggs from July 1, 1936, to June 30, 1937. The original agreement was approved by the Board in 1934, and renewed last year. The Institute will contribute an additional \$600 for the continuation of this study.
2. American Dry Milk Institute, Incorporated, for a study of "The Utilization by Animals of the Calcium of Whole Milk and of Liquid and Dried Skim Milk and Their Values as Sources of Calcium in the Diet in Comparison with Other High Calcium Foods," for one year beginning July 1, 1936. The Institute will pay \$4,200 for the continuation of the study, instead of \$3,340 as provided in the original agreement last year.
3. Tobacco By-Products and Chemical Corporation, agreement to provide for cooperative investigation of certain nicotine combinations as insecticides, authorized by the Board, April 18, 1936 (Minutes, page 633), an increase in its grant from \$1,000 to \$1,300 to cover the expenses of this investigation.

On motion of Mrs. Freeman, the action of the President of the University in these matters was confirmed.

PURCHASES RECOMMENDED

(25) A recommendation that the following purchases be authorized.

1. Electric meters and transformers for the Physical Plant Department from the General Electric Company, the low bidders, at a price of \$1,286.03. Funds are available in the budget of the Physical Plant Department for this purpose.
2. Chemically pure and commercial acids for the General Chemical Store to be ordered during the fiscal year beginning July 1, 1936. The acids will be ordered in carload quantities and carried in stock until issued to the various departments. Competitive quotations were secured from three manufacturers. The Purchasing Agent recommends the award of the contract to the Grasselli Chemical Company, whose prices are low. This Company has offered satisfactory materials and service on previous contracts. The total amount involved is approximately \$4,000.
3. One truck (1½ to 2 tons) with platform body and hoist, to replace a truck purchased in July, 1932, for the Department of Animal Husbandry, at a price of \$1,090.25, from the International Harvester Company. Competitive quotations were secured on three models, and this truck is considered the best value at the prices quoted.
4. Two accounting machines for use in the business offices of the University at Urbana and Chicago, to replace old machines, from the Underwood-Elliott-Fisher Company, at a total net price of \$1,255. This is the price after discount and allowance for old machines have been deducted. Competitive quotations were secured from three manufacturers. While the quotation of another company is \$225 lower, the Business Office has had so much difficulty with its machines which it has had in service during the past five years, that the Underwood machines are considered the best value, even considering the difference in price. Funds are available in the budget and in special appropriations made by the Board of Trustees for this purpose.
5. Fifty-three thousand feet of fir lumber for the Physical Plant Store-room from the Alexander Lumber Company, of Champaign, at a price of \$2,362.00, f.o.b. Urbana. Competitive quotations were secured from fifteen companies. There was one bid lower, by \$19.25, than that of the Alexander Lumber Company; but the low bidder is located outside of the State and would pay no sales tax, which will more than make up the difference. Moreover, in purchasing from the Alexander Lumber Company it is possible to take advantage of a two per cent discount.
6. Sixteen Leitz Wide Field Binocular Microscopes for the Department of Entomology to replace obsolete student microscopes at a total cost of \$1,991.04.

The University has previously purchased microscopes from this Company after examining instruments made by all manufacturers and has found the Leitz Microscope best suited for the Department's use.

7. Fifteen hundred bushels of wheat to be used in grain storage investigation from Schultz & Niemeyer, Granite City, Illinois, at a cost of 92¾ cents a bushel. For the purpose it was necessary to find wheat of certain characteristics and this lot was located and inspected by Mr. C. C. Barron, Grain Division, Bureau of Agricultural Economics.

On motion of Mr. Barrett, these purchases were authorized.

LAUNDRY SERVICE FOR 1936-1937

(26) The Purchasing Agent submits the following competitive quotations on laundry service during the fiscal year beginning July 1, 1936:

1. Laundering Gymnasium Towels:

White Line Laundry.....	75c per 100 less 2%
Model Laundry.....	75c per 100
Hicks Laundry and Dry Cleaning.....	75c per 100

He recommends that the order be placed with the White Line Laundry, the lowest bidder, at a total expenditure of approximately \$1,600.00 for the year.

2. Laundering Tank Suits and Gymnasium Towels:

	<i>Tank Suits</i>	<i>Towels</i>
White Line Laundry.....	\$.00¾ each less 2%	75c per 100 less 2%
Model Laundry.....	.01½ each	75c per 100
Hicks Laundry and Dry Cleaning.....	.08 each	75c per 100

He recommends that the order be placed with the White Line Laundry, the lowest bidder, at a total expenditure of approximately \$1,000.00 for the year.

3. Laundering McKinley Hospital Linen:

	<i>Flat Work</i>
White Line Laundry.....	3 c per lb. less 2%
Model Laundry.....	3 c per lb.
Hicks Laundry and Dry Cleaning.....	3½c per lb.

He recommends that the order be placed with the White Line Laundry, the lowest bidder, at a total expenditure of approximately \$2,500.00 for the year.

4. Laundering Residence Halls Linen:

	<i>Flat Work</i>
White Line Laundry.....	3 c per lb. less 2%
Model Laundry.....	3 c per lb.
Hicks Laundry and Dry Cleaning.....	3½c per lb.

He recommends that the order be placed with the White Line Laundry, the lowest bidder, at a total expenditure of approximately \$1,000.00 for the year.

On motion of Mr. Mayer, the Purchasing Agent was authorized to place orders for laundry work with the lowest bidder as recommended.

PURCHASES AUTHORIZED

(27) A report of the following purchases authorized by the President, in accordance with the University Statutes:

1. Ninety choice heifers from the Kokernot Ranch in Texas through the Producers Commission Association, of Kansas City, for the Department of Animal Husbandry, at a price of approximately \$4,750. The animals will be used during the summer in regular pasture experiments, and at the end of the grazing season they will be put with the experimental breeding herd. Hence, it is necessary to secure choice quality heifers. (Reason for emergency: The Department had difficulty in locating the quality and grade of animals needed and the order had to be placed by telegraph.)

2. Two thousand board feet of lumber (13/16" x 2 1/4" face MFMA, first grade Maple Flooring) for floor in Men's Old Gymnasium from Wm. C. Schreiber Lumber Company, of Chicago, the low bidder, at a price of \$1,420

f.o.b. Urbana. (Reason for emergency: It was necessary to start the reflooring of the Old Gymnasium as soon as possible.)

3. Eleven automobiles (3 V-8 Ford sedans and 8 V-8 Ford coupes), the annual replacement of Federal Extension cars, from the E. V. Kirby Motor Company, at a cost of \$2,062.18. (Reason for emergency: This purchase was made from Federal funds which will lapse on June 30 and payment must have been completed by that time.)

4. Twenty vacuum type cadillac condensation meters from the American District Steam Company, Chicago, the low bidder, at a price of \$1,478.30 f.o.b. Urbana. (Reason for emergency: The delivery of the meters will require 30 days, and as they must be installed and the job closed prior to August 31, the order had to be placed immediately.)

5. Printing paper (No. 4 sulphite bond) as follows:

For Office Supply Stores:

8 Tons 17 x 22—16 White
48 Reams 17 x 28—20½ White
48 Reams 19 x 24—19½ White
32 Reams 17 x 22—16 Canary
32 Reams 17 x 22—16 Pink
32 Reams 17 x 22—16 Green

For Agricultural Extension:

10 tons 8½ x 11—4# White

From Dwight Brothers Paper Company, Chicago, at a total price of \$2,348.08. Quotations were secured from ten companies. Although Dwight Brothers Company was the second low bidder (the low bidder's price was only \$8.42 less), the paper it can furnish is the best suited for the University's uses. (Reason for emergency: The present stock of this grade of paper has run low, and as the paper will be shipped from a mill located in the east which will require three to four weeks for delivery, the order had to be placed immediately.)

On motion of Mr. Barrett, the action of the President of the University in authorizing these purchases was confirmed.

PURCHASE OF SECURITIES AS INVESTMENT OF ENDOWMENT FUNDS

(28) A report from the Comptroller that, in accordance with the authorization of the Board of Trustees, the following securities have been purchased as investments of endowment funds:

\$3,000 par Kansas Power and Light Co. 4½%, due 1965 at 107½
\$3,000 par Central Illinois Light Co. 3½%, due 1966 at 105½
\$5,000 par Inland Steel Company first 3¾% bond due February 1, 1961, at 104½.
Total cost \$5,243.75.

\$5,000 par Southwestern Gas & Electric Company first Series D 4% bond due November 1, 1960, at 103¾. Total cost \$5,162.50.

\$20,000 par United States Treasury Notes 2⅞% due 1960, optional 1955, at 102. total cost \$20,400.00.

\$4,000 par Ohio Edison Company first 4% bonds of November 1, 1965, \$4,000.00 at 105¾, total \$4,230.00.

This report was received for record.

PROPOSAL FOR USE OF ATHLETIC ASSOCIATION SURPLUS

(29) A proposal from Director Huff to turn over to the University the surplus funds of the Athletic Association for the purchase of real estate or other capital expenditures, the University to assume the cost of maintenance of the skating rink, in the amount of three per cent a year of the funds turned over.

No action was taken on this matter.

At this point, Dr. Meyer withdrew.

ATHLETIC ASSOCIATION BUDGET

Mr. Mayer presented the following recommendation:

The Finance Committee recommends that the budget of the Athletic Association for 1936-1937, as submitted to the Board of Trustees on May 27, 1936, be received for record. The Committee calls attention to the fact that the budget carries an excess of expenditures over the estimated income of the year in the amount of \$14,748. However, the budget also includes a non-recurring provision of \$15,335 for repairs and minor improvements on the Skating Rink and the Stadium, which may be considered as a proper charge against the surplus from preceding years. If this is done, the estimated income will balance the proposed expenditures. This should be taken into consideration, however, in setting up a Reserve Fund and investing the surplus funds of the Association.

On motion of Mr. Mayer, the budget of the Athletic Association was received as recommended.

REQUEST OF SINCLAIR REFINING COMPANY FOR LICENSE RIGHT UNDER PARR-STRAUB PATENT

Mr. Barrett presented the following:

The Sinclair Refining Company is interested in securing non-exclusive license rights under the Parr-Straub patent No. 1,910,403, a method of preventing embrittlement of the metal in boilers, which is owned by the University.

The Permutit Company, of New York City, has been granted a non-exclusive license on a royalty basis of five per cent of the sales price of the device, with a minimum royalty of \$10 for each device sold or distributed under this arrangement. The Sinclair Refining Company has suggested that a fair charge would be \$100 for a non-exclusive license to cover such installations as it may wish to make.

The proposal has been referred to the Faculty Committee on Patents, which recommends that the Board offer the Sinclair Refining Company a non-exclusive license for the use of the process, in its own plants only, for an annual fee of \$25 per refinery, and on condition that the licensee assume any and all risks growing out of the use of the process under the patent, and of any infringement proceedings which may be instituted.

The Faculty Committee also recommends that a fee of \$25 per steam power plant be considered as reasonable in the absence of any unusual conditions or circumstances.

The report of this Committee has been referred to the Board of Trustees Committee on Patents, which concurs in the above recommendation.

On motion of Mr. Barrett, these recommendations were approved.

JOHNSTONE PROCESS FOR RECOVERY OF SULPHUR DIOXIDE FROM FLUE GASES

Mr. Barrett presented the following:

The Imperial Chemical Industries, Limited, of England, is interested in securing a license to use the Johnstone process for the recovery of sulphur dioxide from flue gases. The company's inquiry was referred to the Faculty Committee on Patents, which made certain specific recommendations. Its report and recommendations were then submitted to the Board of Trustees Committee on Patents, which recommends to the Board that the following proposal be made to the Imperial Chemical Industries, Limited:

1. The University will grant an exclusive license to the Imperial Chemical Industries, Limited (hereinafter referred to as the I. C. I.) on the patents referred to in their letter for territories outside the United States of America.

2. The I. C. I. shall reimburse the University fully on account of any and all costs and outlays necessarily incurred or made in securing British Patents and patents in any other country outside the United States in which the I. C. I. may wish to have patent protection. The costs and outlays referred to herein shall include, without, however, excluding other costs and outlays not enumerated, attorneys fees, filing fees, the cost of making copies, duplicates, certifications, stamps, taxes and levies of all kinds. The I. C. I. will also pay the annual license fees necessary to keep the patents in force. The University of Illinois

will assume no responsibility, legal or otherwise, for maintaining or enforcing the protection afforded by any patents anywhere, and if, in the judgment of the I. C. I., suits or proceedings should be instituted anywhere on account of interference, infringements or the like, the cost of defending, bringing or carrying on such suits or proceedings shall be borne entirely by the I. C. I. It is the view of the Board of Trustees that it shall be in the discretion of the I. C. I. whether any suits shall be defended, or any prosecutions instituted and, if defended or instituted, the costs thereof shall be borne by the British company.

3. If, at any time, the process of removing or recovering sulphur dioxide disclosed in these patents is used either alone or in conjunction with other processes in two or more commercial plants, including those in the United States of America, the I. C. I. shall pay to the University a royalty on the use of the process in foreign countries determined as follows:

(a) When the sulphur dioxide is not utilized in any way as a raw material for the production of sulphur compounds of commercial value the royalty shall be ten cents per ton of sulphur dioxide removed.

(b) When the recovered sulphur dioxide is used for the production of sulphur compounds of commercial value the royalty shall be fifty cents per ton of sulphur dioxide recovered.

4. In the event of the development of the process through the pilot plant stage by the British Company outside the United States of America or by the University or its licensees in the United States of America, there shall be a full and free inter-change of operating data on any processes involving in whole or in part the use of the processes disclosed in the patents.

5. A copy of the United States patent applications and of all pertinent patent office action shall be filed with the British Company. There shall also be filed with this Company a copy of the contract with the Utilities Research Commission relating to the patents and discoveries described in the letter from the I. C. I.

The Board Committee further recommends that a waiver be secured from the Utilities Research Commission which has been licensed to use this process.

On motion of Mr. Barrett, the President of the University was authorized to convey to the Imperial Chemical Industries, Limited, the information that the University favors giving them a license, subject to detailed arrangements to be made at a subsequent meeting.

REPORT ON CARTER-PENNELLS FARMS

Mr. Williams reported that the Committee on Agriculture has examined the thirteenth annual report of the Carter-Pennell Farms covering the period March 1, 1935, to February 29, 1936, and approves the report. It also recommends that the improvements recommended therein be made.

On motion of Mr. Williams, these recommendations were adopted.

MATTERS PRESENTED BY PRESIDENT WILLARD

The Board resumed its consideration of matters presented by the President of the University.

RESOLUTIONS RELATING TO MEDICAL AND DENTAL BUILDING PROJECT

(30) Certain resolutions must be adopted by the Board of Trustees to complete the legal and final arrangements relating to the medical and dental building project. The University Counsel will present the various items requiring action.

Judge Johnson presented the following summary statement, with resolutions for final action. During the presentation of this matter, Mr. David L. Krooth, Special Counsel for the Federal Emergency Administration of Public Works, was present.

UNIVERSITY OF ILLINOIS

CERTIFIED COPY of a portion of the minutes of the regular June meeting of the Board of Trustees of the University of Illinois, held at the Blackstone Hotel, in Chicago, on Monday, June 29, 1936, in which is incorporated A RESOLUTION AUTHORIZING THE EXECUTION ON BEHALF OF THE BOARD OF A YEAR TO YEAR LEASE ACCEPTING THE DEMISE OF THE MEDICAL AND DENTAL COLLEGE BUILDING IN CHICAGO, ILLINOIS, AND PROVIDING FOR THE CREATION OF THE MEDICAL AND DENTAL COLLEGE BUILDING TRUST FUND AND FOR OTHER PURPOSES mentioned in the minutes.

The Board of Trustees of the University of Illinois met at the Blackstone Hotel, in Chicago, Illinois, at 10 a.m. on the twenty-ninth day of June, 1936, being a regular meeting of the Board. The meeting was called to order by Mr. Orville M. Karraker, President of the Board, and on roll call the following were found present: Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mr. Pogue, Mr. Williams; and the following members were absent: Mr. Barr, Mr. Horner, Dr. Meyer, Mrs. Plumb, Mr. Wieland.

The President of the Board, after roll call by the Secretary of the Board and the report by the Secretary that due notice had been served on all members, announced that a quorum was present for the conduct of business.

The Secretary then read the following from the minutes of the last regular meeting of the Board, held May 27, 1936:

"On motion of Mr. Barrett, the Board voted to hold the June meeting at a date to be fixed by the President of the Board."

The President then announced that June 29, 1936, was the date fixed by him for the June regular meeting.

The notice of the date so fixed for this meeting was read and ordered recorded upon the minutes and is as follows:

"The June meeting of the Board of Trustees of the University of Illinois will be held at the Blackstone Hotel, in Chicago, at 10 o'clock a.m. (Chicago time) on Monday, June 29, 1936."

H. E. CUNNINGHAM

Secretary

The Secretary then reported that the foregoing notice had been duly mailed, postage prepaid, to all of the members of the Board and that said notice had been received by all of said members more than five days prior to the date of this meeting.

The President then announced that due notice had been given of the meeting and that a quorum was present for the conduct of business.

Mr. Arthur Cutts Willard, President of the University, then presented the following resolution: "A RESOLUTION AUTHORIZING THE EXECUTION ON BEHALF OF THE BOARD OF A YEAR TO YEAR LEASE ACCEPTING THE DEMISE OF THE MEDICAL AND DENTAL COLLEGE BUILDING IN CHICAGO, ILLINOIS, AND PROVIDING FOR THE CREATION OF THE MEDICAL AND DENTAL COLLEGE BUILDING TRUST FUND, AND FOR OTHER PURPOSES."

Be it resolved by the Board of Trustees of the University of Illinois:

Sec. 1. That the Board of Trustees of the University of Illinois (herein sometimes called the "Board") has found and determined and does hereby declare:

(a) That pursuant to an act of the Legislature of the State of Illinois, entitled "An Act to authorize the Board of Trustees of the University of Illinois to create trusts, to convey property in trust, to enter into trust agreements providing the powers and duties of the trustee and providing for the issuance of bonds by such a trustee and providing for the payment and securing thereof; to enter into year to year or other leases, to pledge for the performance of its obligations under such leases certain receipts and collections which the Board is authorized by 'An Act to amend Section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended,' approved July 11, 1935, to retain in its own treasury, and to enter into covenants with the United States or any agency thereof and to take other action for the purpose of obtaining grants from the United States to aid in financing the construction and equipping of

university, college or educational buildings on which said Board shall be given a year to year or other lease or the privilege thereto," (herein called the "Enabling Act") and pursuant to a resolution of the Board adopted at its regular meeting held on April 18, 1936, in conformity with said Enabling Act, and in order to induce the Government to make a grant to it to aid in financing the project (hereinafter described, which is hereby found and declared to consist of the construction and equipping of a university, college and educational building) on which the Board has been given the option and privilege of entering into the lease described below, the Board has heretofore entered into a Trust Agreement dated as of April 7, 1936, with the Government and the Foundation, in and by which the Medical and Dental College Building Trust was created for the purpose of constructing said project, providing for the use thereof during the period provided thereby and for other purposes, all more fully provided in said Trust Agreement; and that the Trust Agreement provides the powers and duties of the Foundation, as active Trustee thereunder, said powers and duties being necessary or convenient to accomplish the purposes of the Trust.

(b) That the United States of America (herein called the "Government"), acting by and through the Federal Emergency Administrator of Public Works, has heretofore agreed to make, and is making a grant to the Board for the purpose of aiding in financing the construction and equipping of the Medical and Dental College Building (herein called the "Project") in Chicago, Illinois, upon the site described in the lease; that the making of said grant has been induced, and a part of said grant has heretofore been obtained by the Board, as a result of the Board's having entered into the aforesaid Trust Agreement.

(c) That the Board is given the privilege and option by said Trust Agreement of entering into the year to year lease of the project and that the lease hereinafter set forth is in conformity with the lease described in the option granted to the Board by the Trust Agreement.

(d) That the Board, at its aforesaid regular meeting held on April 18, 1936, considered at length the advantage to it of said option to lease and determined that the rental stipulated in the option was substantially less than the fair rental value of the project; and that the Board has determined that it is to the best interests and advantage of the Board to exercise the aforesaid option to lease the project and to execute the proposed lease.

(e) That the University of Illinois Foundation (herein called the "Foundation") as trustee under the Medical and Dental College Building Trust, in order to provide the necessary funds to complete the construction of the project, has determined to issue its bonds, designated "Medical and Dental College Building Trust Bonds," and to secure said bonds by a trust indenture from it (as trustee under the Medical and Dental College Building Trust) to the First National Bank of Chicago, as Trustee, (herein called the bondholders' trustee).

(f) That the Board has not heretofore incurred any obligations under an act of the Legislature of the State of Illinois entitled "An Act to authorize the Board of Trustees of the University of Illinois to enter into contracts with the United States for the erection of buildings and improvements, pursuant to Public Resolution 11, 74th Congress, First Session, House Joint Resolution 117, approved by the President of the United States April 8, 1935, at 4:00 p.m., and to authorize the financing of such improvements in conformity with such resolution, the National Industrial Recovery Act and such other acts of Congress enacted for the purpose of aiding the processes of national recovery," approved July 11, 1935, or under the aforesaid Enabling Act, or under both of said acts; and that the Board has not heretofore pledged for the payment of any obligations (other than those which may be incurred under a lease of the project) any part of the receipts and collections which it is authorized by Senate Bill No. 542 (herein called "Senate Bill No. 542") of the Legislature of the State of Illinois, entitled "An Act to amend Section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended," approved July 11, 1935, to retain in its own treasury for the performance of any contract or undertaking with the Government in connection with any grant, advance, loan or contract for the erection of a building or buildings.

Sec. 2. That the Board has determined that the lease between it and the Foundation (as trustee under the Medical and Dental College Building Trust) shall be in the form hereinafter set forth, with such rental, terms and conditions as are therein set forth, and has further determined to vest in the Foundation and in the bondholders' trustee the rights, powers and remedies provided for in said lease. The Board hereby approves the lease hereinafter set forth by and between the Foundation (as trustee under the Medical and Dental College Building Trust), as lessor, and the Board, as lessee, and hereby authorizes and directs the President of the Board, on behalf of the Board, to execute said instrument under the corporate seal of the Board, affixed and attested by the secretary of the Board.

Sec. 3. By the terms of the Trust Agreement, the Board has agreed with the Government that if the Board shall lease the project at any time (whether or not pursuant to the exercise of the option conferred by the Trust Agreement) it would pledge and use for the payment of its rentals or the performance of its obligations under any such lease, its own receipts and collections which it is authorized by Senate Bill No. 542, approved July 11, 1935, to retain in its own treasury for the performance of any contract or undertaking with the Government in connection with any grant, advance, loan or contract for the erection of a building or buildings. Pursuant to said contract and undertaking with the Government, the Board hereby and in said lease covenants and agrees with the receipts and collections which it is authorized by said Senate Bill No. 542 to retain in its own treasury, as aforesaid, shall be paid forthwith into a special fund in its treasury which is hereby created and designated the "Medical and Dental College Building Fund" (herein called the "Special Fund"). The Board hereby and in said lease irrevocably pledges said Special Fund (and the receipts and collections which the Board is required to pay therein by said lease) for the payment of the rent and other sums payable under said lease as same become due and for the performance of its other obligations thereunder, all as more fully provided in the lease hereinafter set forth. The moneys in said Special Fund shall be held, disbursed and checked out only in the manner and for the purposes provided in said lease, so long as same shall continue in force.

Sec. 4. The President of the Board is hereby authorized and directed to cause said lease, when executed and delivered, to be filed and recorded in the office of the recorder of deeds in Cook County, Illinois.

Sec. 5. The President of the Board is hereby authorized and directed to make the following recital in said lease:

"It is hereby certified, recited, and declared that all acts, conditions and things required to be done, happen, and exist precedent to and in the execution and delivery of this lease in order to make this lease a valid, binding, and legal instrument in accordance with its terms, have been done and have happened and do exist and have been performed in accordance with law."

Sec. 6. That the officers of the Board are hereby authorized and directed to do all acts and things required in and for the punctual and complete performance and observance of all the terms, covenants, conditions and agreements of said lease.

Sec. 7. That the officers of the Board are hereby authorized to renew, or permit to be renewed, said lease from time to time unless and until otherwise directed by a Resolution of the Board.

Sec. 8. That the lease hereinabove provided for shall be in substantially the following form, all of the terms, covenants, and conditions thereof being hereby approved.

H. E. CUNNINGHAM

Secretary

O. M. KARRAKER

President

Mr. Willard submitted the foregoing Resolution and a discussion thereof ensued. It was moved by Mr. Williams and seconded by Mr. Barrett that said Resolution be placed upon its passage. The roll was called upon the question of the adoption of the motion to place said Resolution upon its passage with the following result:

Ayes: Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mr. Pogue, Mr. Williams.

Nays: None.

Absent: Mr. Barr, Mr. Horner, Dr. Meyer, Mrs. Plumb, Mr. Wieland.

The President thereupon declared said motion carried. Mr. Williams thereupon moved that said Resolution be finally passed and adopted as introduced and read. Mr. Barrett seconded the motion. The roll was called upon the question of the adoption of the motion that said Resolution be finally passed and adopted with the following result.

Ayes: Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mr. Pogue, Mr. Williams.

Nays: None.

Absent: Mr. Barr, Mr. Horner, Dr. Meyer, Mrs. Plumb, Mr. Wieland.

The President thereupon declared said motion carried and the Resolution finally passed and adopted.

It was moved by Mr. Williams and seconded by Mr. Barrett that the meeting be adjourned. The motion carried and the meeting was adjourned.

H. E. CUNNINGHAM

Secretary

Certificate of Secretary

I, H. E. Cunningham, the duly elected, qualified, and acting Secretary of the Board of Trustees of the University of Illinois and the keeper of the records thereof, do hereby certify that the foregoing attached copy of the extracts of the minutes of the June meeting of the Board of Trustees of the University of Illinois held on the twenty-ninth day of June, 1936, have been compared by me with, and are true and correct copies of, the whole of such minutes of said meeting appearing in official minutes of the Board insofar as such minutes relate to the matters referred to therein, and I do further certify that the copy of the Resolution appearing in the aforesaid extracts of said meeting entitled "A RESOLUTION AUTHORIZING THE EXECUTION ON BEHALF OF THE BOARD OF A YEAR TO YEAR LEASE ACCEPTING THE DEMISE OF THE MEDICAL AND DENTAL COLLEGE BUILDING IN CHICAGO, ILLINOIS, AND PROVIDING FOR THE CREATION OF THE MEDICAL AND DENTAL COLLEGE BUILDING TRUST FUND, AND FOR OTHER PURPOSES," has been compared by me with, and is a true and correct copy of the Resolution adopted at said meeting and appearing in the official minutes and records of the Board.

Witness my hand and the Seal of the Board of Trustees of the University of Illinois, this thirtieth day of June, 1936.

H. E. CUNNINGHAM

Secretary

[SEAL]

DOCUMENTS RELATING TO FEDERAL LOAN AND GRANT

The Secretary presented the following list of documents executed or to be executed in connection with the Federal Loan and Grant for the construction of the Medical and Dental College Laboratories Building.

<i>Items</i>	<i>Date and Page in Minutes</i>	<i>Date of Execution</i>
Deed in Trust.....	April 18, 1936, page 614	April 7, 1936
Construction Fund Agreement.....	June 29, 1936, page 861	April 7, 1936
Indenture.....	June 29, 1936, page 803	July 1, 1936
Lease.....	June 29, 1936, page 846	July 1, 1936
Trust Agreement.....	June 29, 1936, page 867	April 7 and 9, 1936

TRUST INDENTURE**UNIVERSITY OF ILLINOIS FOUNDATION**

not personally, but as Trustee under the
Medical and Dental College Building Trust

to

THE FIRST NATIONAL BANK OF CHICAGO

As Trustee

THIS INDENTURE, dated as of the first day of July, A. D. 1936, made by and between THE UNIVERSITY OF ILLINOIS FOUNDATION a duly organized and existing private non-profit corporation in the State of Illinois, not personally, but as trustee under the Trust Agreement hereinafter described dated April 7, 1936 (hereinafter called "Foundation"), party of the first part, and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association duly organized and existing under the laws of the United States of America and authorized by law to accept and execute Trusts, with its office in the City of Chicago, Illinois, as Trustee (hereinafter called the "Trustee"), party of the second part, WITNESSETH:

WHEREAS, The Board of Trustees of the University of Illinois (herein called the "University") and the United States of America entered into a Trust Agreement (herein called the "Trust Agreement"), dated April 7, 1936, known as the Medical and Dental College Building Trust, appointing the Foundation as Trustee thereunder, which appointment the Foundation accepted by joining in the execution of said Trust Agreement; and

WHEREAS, the University has been duly authorized and empowered to execute said Trust Agreement and to exercise its rights and carry out its duties thereunder, all by virtue of an act of the Legislature of the State of Illinois entitled: "An Act to authorize The Board of Trustees of the University of Illinois to create trusts, to convey property in trust, to enter into trust agreements providing the powers and duties of the trustee and providing for the issuance of bonds by such a trustee and providing for the payment and securing thereof; to enter into year to year or other leases, to pledge for the performance of its obligations under such leases certain receipts and collections which the board is authorized by 'An Act to amend Section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended,' approved July 11, 1935, to retain in its own treasury, and to enter into covenants with the United States or any agency thereof and to take other action for the purpose of obtaining grants from the United States to aid in financing the construction and equipping of university, college or educational buildings on which said board shall be given a year to year or other lease or the privilege thereto"; and

WHEREAS, there has been conveyed to the Foundation upon the trusts in the Trust Agreement set forth, the real estate hereinafter described and herein called the "Site"; and

WHEREAS, the purpose of said Medical and Dental College Building Trust is, among other things, to cause a medical and dental college building to be constructed and equipped upon the Site and to be used for the purposes and upon the trusts set forth in said Trust Agreement;

WHEREAS, the United States of America has heretofore agreed to aid in financing the construction and equipping of said medical and dental college building (herein called the "Project") by making a grant to the University (herein called the "Grant"), subject to the condition that the University deposit the moneys received on said Grant with the Trustee, said moneys to be held in Construction Fund A and to be disbursed for the purposes and in the manner provided in the Construction Fund Agreement hereinafter described; and

WHEREAS, the making of said Grant has been induced, and a part of said Grant has heretofore been obtained by the University, as a result of its having entered into the aforesaid Trust Agreement; and

WHEREAS, the Project consists of the construction and equipping of a university, college, and educational building upon which the University has been given and has exercised the privilege of entering into the lease hereafter described; and

WHEREAS, the Foundation has used its efforts to obtain funds by gifts, donations and otherwise in an amount which, together with the proceeds of the aforesaid Grant to be made to the University, would be sufficient to finance the construction and completion of the Project, and the Foundation has determined that it is unable by gifts, donations and otherwise to obtain the additional funds needed in order to construct and complete the Project, and has further determined that it is necessary that the Foundation issue its bonds in order to provide such funds as shall be necessary, together with the proceeds of the aforesaid Grant, in order to complete the construction of the Project, and has determined that the sum of \$1,091,000 is necessary for said purpose; and

WHEREAS, in order to provide the necessary funds to complete the construction of the Project, the Foundation has determined to authorize and issue, and has by resolution duly authorized, its bonds in the aggregate principal amount not exceeding \$1,091,000 to be designated "Medical and Dental College Building Trust Bonds" (herein called the "Bonds"), to be dated as of July 1, 1936, and to be secured as herein provided, and has by resolution also duly authorized its officers to execute, acknowledge and deliver to the Trustee, this Indenture; and

WHEREAS, the Foundation has determined and represented that the entire cost of constructing the Project shall be paid from the proceeds of the aforesaid Bonds together with the proceeds of the aforesaid Grant; and

WHEREAS, by the terms of the Trust Agreement the Foundation, as trustee thereunder, has full power and authority to issue and sell its Bonds for the aforesaid purposes and, as security for said Bonds, to execute and deliver this Indenture, and to assign and pledge hereby the leases, contracts and rights in the Trust Property hereinafter described; and

WHEREAS, the Foundation has duly determined that said Bonds to be issued hereunder and the coupons to be attached thereto, the Trustee's authentication certificate, the bond registration certificate, and the legend for the back of the Bonds, are to be substantially in the following form respectively with appropriate omissions, insertions and variations permitted or authorized as hereinafter provided:

UNITED STATES OF AMERICA

STATE OF ILLINOIS

MEDICAL AND DENTAL COLLEGE BUILDING TRUST BONDS

No.

\$1,000.

The University of Illinois Foundation, a private non-profit corporation organized and existing under the laws of the State of Illinois, not personally but as Trustee under a Trust Agreement dated as of April 7, 1936 and known as the Medical and Dental College Building Trust (herein called the "Foundation"), for value received hereby promises to pay solely from the special fund hereinafter described, to the bearer hereof, or, if this Bond be registered as to principal, to the registered owner hereof, the principal sum of

ONE THOUSAND DOLLARS

on the first day of January 19..... unless this Bond shall have been called for redemption as herein provided, and to pay solely from said special fund, interest thereon from the date hereof, at the rate of four per centum per annum, payable semi-annually on the first day of July and January in each year, until payment of the principal amount hereof, but only upon presentation and

surrender of the interest coupons hereto appertaining as they severally mature. Both principal of and interest on this Bond are payable at the office of The First National Bank of Chicago (herein called the "Trustee"), in the City of Chicago, Illinois, or at the office of any successor Trustee designated pursuant to the provisions of the Indenture, in any coin or currency of the United States of America which on the respective dates of payment of the principal of and interest on this Bond is legal tender for the payment of public and private debts.

As provided in the Indenture, the Foundation agrees to reimburse (solely from the special fund hereinafter described) to the bearer, or if this Bond be registered, to the registered owner hereof, any normal Federal income tax to the extent of but not exceeding two per centum (2%) per annum of the income derived from interest paid hereon which may be paid by such bearer or registered owner by reason of the deriving of income herefrom and also to reimburse any Connecticut, Maryland, Ohio, or Pennsylvania personal property or securities tax to the extent of but not exceeding five mills per annum upon each dollar of taxable value hereof, or any Massachusetts or Wisconsin income tax to the extent of but not exceeding six per centum (6%) per annum of the income derived from interest paid hereon, which may be paid by such bearer or registered owner as a resident of any of said states or commonwealths by reason of the ownership hereof, or the deriving of income herefrom, if application therefor be made as provided in the Indenture within ninety days after the date of payment (or, in the case of taxes paid for more than one year, the proper anniversary of payment) of such tax; provided, however, that taxes will not be reimbursed for any Bond for more than one of such states or commonwealths for any year, and the Foundation shall not be liable to reimburse any interest accrued or penalty imposed and paid in addition to the amount of any such tax as originally assessed.

This Bond is one of a duly authorized issue of Bonds known as "Medical and Dental College Building Trust Bonds" (herein called the "Bonds") and limited in the aggregate principal amount to \$1,091,000 (except for Bonds issued in substitution for Bonds lost, stolen or destroyed) all of like date, tenor and amount except as to maturities. All of said Bonds are issued under and are equally and ratably secured by a Trust Indenture (herein called the "Indenture") bearing even date herewith, duly executed, acknowledged, and delivered by the Foundation to The First National Bank of Chicago, as trustee, and recorded in the office of the Recorder of Deeds of Cook County, Illinois, to which Indenture (an original counterpart of which is on file at the office of the Trustee) reference is hereby made for a description of the revenues and lease thereby pledged, the nature and extent of the security and a statement of the rights of the bearer, or registered holder hereof, to all of the provisions of which each bearer or registered holder hereof and each holder of any coupon appertaining hereto consents by acceptance hereof or of any such coupon. The Bonds are issued to provide funds for the purpose of aiding in the construction of a medical and dental college building (herein called the "Project") in Chicago, Illinois upon the Site held in trust by the Foundation. The Project, the Site upon which it is constructed, and all other property held by the Foundation as trustee under the Medical and Dental College Building Trust are herein collectively called the "Trust Property."

This Bond is payable solely from and secured by an irrevocable pledge of the revenues of the Trust Property from whatever sources derived, provided that interest accruing during the period of construction of the Project may be paid out of the proceeds of the sale of the Bonds. The Foundation certifies and declares, and has certified and declared in the Indenture, that it has entered into a lease (in the form attached to the Indenture as Exhibit I) for the term of one year commencing January 1, 1937, with an option in the Lessee in each year to renew said lease for an additional yearly term, the last yearly term for which said lease may be so renewed ending January 1, 1956, which lease demises the Project and the Site upon which it will be constructed to The Board of Trustees of the University of Illinois, as Lessee. The Foundation further certifies and declares, and has further certified and declared in the Indenture, that the rental and other sums required to be paid to the Foundation

under said lease (so long as it shall continue in force) will be at least sufficient to pay all costs of maintenance, repair and operation of the Trust Property and to meet and pay the principal of and interest on the Bonds as same shall mature, and to create and maintain a reserve for the payment of such principal and interest. The rent and other obligations of The Board of Trustees of the University of Illinois with respect to the payment or expenditure of money under said lease are payable solely from the Medical and Dental College Building Fund, into which said Lessee is required to deposit all receipts and collections which it is authorized by Senate Bill No. 542, approved July 11, 1935, to retain in its own treasury, all as more fully provided in said lease to which reference is hereby made. The Foundation covenants and has covenanted in the Indenture that it will at all times (whether or not the lease to The Board of Trustees of the University of Illinois shall be in force) charge and collect rents, fees, revenues and other issues and profits for the use and occupancy of the Trust Property at rates which shall be at least sufficient to pay all costs of maintenance, repair and operation of the Trust Property and to meet and pay the principal of and interest on the Bonds as same shall come due, and to create and maintain a reserve for the payment of such principal and interest. The Foundation further covenants and has further covenanted in the Indenture that it will cause all moneys due under said lease to The Board of Trustees of the University of Illinois, or under any other leases or contracts hereafter entered into relating to the demise or operation of the Trust Property, to be collected promptly and will cause each and every term and provision of such leases and contracts to be carried out and performed, and that it will take any and all action necessary for such purposes.

Said Indenture provides that the gross revenues from the Trust Property will be deposited in a fund known as the "Revenue Fund," and that after paying therefrom all costs of maintenance, repair and operation of the Trust Property, all moneys then remaining in said Revenue Fund shall be paid semi-annually into a special fund known as the "Bond Fund," which special fund is pledged for the payment of the principal of and interest on, and for the purchase or redemption of, the Bonds, and for the purpose of creating and maintaining a reserve for the payment of such principal and interest. The Foundation shall not be obligated to pay this Bond or the interest thereon, except from the aforesaid special fund and the revenues of the Trust Property hereby and in the Indenture required to be paid therein. This Bond shall not constitute or be a debt, obligation or liability of any kind whatsoever (either within the meaning of any constitutional or statutory restriction or limitation or otherwise) of The Board of Trustees of the University of Illinois or the State of Illinois, and neither The Board of Trustees of the University of Illinois nor the State of Illinois shall be legally or morally liable or obligated hereon. No personal liability of the Foundation or any beneficiary under the Medical and Dental College Building Trust shall be asserted or be enforceable because or in respect of this Bond or of the making, issue or transfer thereof, all such liability, if any, being hereby expressly waived and released by each bearer or registered holder hereof and each holder of any coupon appertaining thereto, and each such bearer or registered holder hereof, and each such holder of any coupon appertaining hereto, accepts the same upon the express condition that this Bond and the interest coupons appertaining hereto shall be collectible only out of the aforesaid special fund and the revenues of the Trust Property hereby and in the Indenture required to be paid therein.

The Foundation reserves and shall have the right in the manner and subject to the conditions provided in the Indenture to redeem the Bonds in whole or in part (in the inverse order of maturities; if less than all of the Bonds of any maturity are to be redeemed, the Trustee shall select by lot the Bonds of such maturity to be redeemed) on any interest payment date, upon at least thirty (30) days' prior notice by publication and otherwise as provided in said Indenture, and upon payment of the principal amount thereof and accrued interest thereon to the date of redemption and a redemption premium equal to one-fourth ($\frac{1}{4}$) of one per cent (1%) of the principal amount hereof for each twelve (12) months' period, or fraction thereof, between the date of redemption and the

expressed date of maturity thereof. The Bonds are entitled to the benefits of, and are subject to redemption in the manner provided in the Indenture through the operation of, said Bond Fund. If called for redemption, this Bond shall cease to bear interest after the redemption date except as otherwise provided in the Indenture.

In case an event of default as defined in the Indenture shall occur, the principal of this Bond may become or be declared due and payable at the time or times and in the manner and with the effect provided in the said Indenture.

Title to this Bond shall pass by delivery except when registered as hereinafter and in the Indenture provided. At the option of the holder, this Bond may be registered as to principal in the name of the holder or his nominee on the books of registration kept at the office of the Trustee, such registration to be noted hereon as provided in said Indenture. After such registration, no transfer hereof shall be valid unless made at such office by the registered holder hereof, in person or by attorney duly authorized in writing, and similarly noted hereon; but this Bond may be discharged from registration by transfer in like manner to bearer, and thereupon transferability by delivery shall be restored, but this Bond may again from time to time be registered or transferred to bearer as before. Notwithstanding such registration as to principal, the interest coupons hereto appertaining shall continue to be payable to bearer and transferable by delivery and the payment thereof to bearer shall fully discharge the Foundation in respect to the interest therein mentioned.

Subject to the provisions hereof relating to the transfer of this Bond if registered, title to this Bond is transferable with the same effect as in the case of negotiable instruments. Each successive bearer or registered owner hereof, by accepting this Bond, shall be deemed to have agreed that this Bond (unless so registered) shall be so construed and that the Foundation and the Trustee may deem and treat the bearer hereof, or, if this Bond be registered, the person in whose name this Bond is registered, as the absolute owner of this Bond for all purposes, whether this Bond shall be overdue or not.

It is hereby certified, recited and declared that all acts, conditions, and things required to be done, happen, and exist precedent to and in the issuance of this Bond and the execution and delivery of the aforesaid Indenture and aforesaid lease have been done and happened and do exist and have been performed in accordance with law.

Neither this Bond nor any coupon hereto appertaining shall become valid or obligatory for any purpose until the Trustee or its successor in the said trust shall have executed the Trustee's authentication certificate endorsed hereon.

IN WITNESS WHEREOF, the University of Illinois Foundation as Trustee under the said Trust Agreement dated as of April 7, 1936, known as the Medical and Dental College Building Trust (and not personally) has caused this Bond to be signed by its President and its Corporate Seal to be hereunto affixed and to be attested by its Secretary, and has caused said coupons evidencing the interest hereon to be executed with the facsimile signatures of said President of said Foundation, and this Bond to be dated all as of the first day of July, 1936.

UNIVERSITY OF ILLINOIS
FOUNDATION

not personally, but as Trustee under the
Trust Agreement, dated as of April 7,
1936, known as the Medical and Dental
College Building Trust.

By.....
President

SEAL

ATTEST:

.....
Secretary

CERTIFICATE OF REGISTRATION

The within Bond is registered on the books of the University of Illinois Foundation at the office of the Trustee named in such Bond in the name of the last owner named below and the principal of said Bond shall be payable only to or upon the order of such registered owner.

(No writing hereon except by the Bond Registrar)

Date of Registration	In Whose Name Registered	Signature of Bond Registrar
.....
.....
.....
.....
.....

INTEREST COUPON

No.

\$20

On the first day of, 19....., unless the Bond to which this coupon is attached shall have been previously called for redemption as provided therein, the University of Illinois Foundation, not personally, but as Trustee under the Trust Agreement, dated as of April 7, 1936, known as the Medical and Dental College Building Trust, will pay to bearer at the office of The First National Bank of Chicago in the City of Chicago, Illinois, or at the office of any successor Trustee designated pursuant to the provisions of the Indenture, the sum of Twenty Dollars in any coin or currency of the United States of America which on said date of payment is legal tender for the payment of public and private debts, solely from the special fund referred to in, and for the semi-annual interest then due upon, the Medical and Dental College Building Trust Bond dated July 1, 1936, No.

UNIVERSITY OF ILLINOIS FOUNDATION

not personally, but as Trustee under the
Trust Agreement, dated as of April 7,
1936, known as the Medical and Dental
College Building Trust.

By.....
President

AUTHENTICATION CERTIFICATE

THIS CERTIFIES that this Bond is one of the Bonds described in the within mentioned Indenture.

THE FIRST NATIONAL BANK OF
CHICAGO, As Trustee

By.....
Assistant Secretary

(LEGEND FOR BACK OF BONDS)

Documentary stamps as required by the Revenue Act of the United States of America have been affixed to the original Indenture and duly cancelled.

AND WHEREAS, all acts, conditions and things required by the Trust Agreement and by law to happen, exist and be performed precedent to and in the issuance of the Bonds secured hereby and the execution and delivery of said Indenture in order to make said Bonds, when executed as hereinabove provided and authenticated by the Trustee, the valid, binding and legal obligations of the Foundation (not personally but as Trustee as aforesaid) in accordance with their terms, and to make this Indenture a valid, binding and legal instrument in accordance with its terms, have happened, exist and have been performed as so required;

AND WHEREAS, the Trustee has duly accepted the trust created by this Indenture by joining in the execution hereof;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to secure the payment of the principal and interest and premium, if any, of all Bonds issued under this Indenture according to their tenor and effect, irrespective of their time of issue, and the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon which the said Bonds are to be issued, delivered, received and held, and in consideration of the purchase or acceptance of said Bonds by the holders thereof and of the sum of Ten Dollars (\$10) to it in hand paid by the Trustee at or before the execution and delivery hereof, receipt of which is hereby duly acknowledged and for other good and valuable considerations, the Foundation has executed and delivered this Indenture and has pledged, assigned, transferred, hypothecated, warranted and set over, and by these presents does pledge, assign, transfer, hypothecate, warrant, and set over, unto the said Trustee, and its successors and assigns in trust forever, the following described leases, contracts and rights in property:

I

All the right, title and interest which the Foundation now has or may hereafter acquire in and to that lease (an original counterpart of which is on file at the office of the Trustee and a copy of which is attached hereto as Exhibit I) dated July 1, 1936, from the University of Illinois Foundation, not personally, but as trustee under the said Trust Agreement, as Lessor, to The Board of Trustees of the University of Illinois, as Lessee, for the term of one year commencing January 1, 1937, with an option in the Lessee in each year to renew said Lease for an additional yearly term, the last yearly term for which said Lease may be so renewed ending January 1, 1956, said Lease being recorded in the Office of the Recorder of Deeds of Cook County, Illinois, pursuant to which Lease the Lessor has demised to the Lessee the following described property situated in the City of Chicago, Cook County, Illinois, to-wit:

That part of Lot 3 in Subdivision (By Codwise and others) of the West half of the Southeast quarter of Section 18, Township 39 North, Range 14 East of the 3rd Principal Meridian (except 1 chain and 37 links along the west side) described as follows:—Beginning at the southwest corner of S. Wood Street and W. Polk Street, and running thence west along the south line of said W. Polk Street a distance of 193.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 152 feet; thence east parallel to the south line of said W. Polk Street a distance of 85.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 18.60 feet; thence east parallel to the south line of said W. Polk Street a distance of 108 feet to the west line of said S. Wood Street; and thence north along the west line of said S. Wood Street a distance of 170.60 feet to the point of beginning (said real estate is herein sometimes called the "Site");

together with that certain partially constructed Medical and Dental College Building thereon, and all and singular the hereditaments and appurtenances thereunto belonging, and the structures and improvements thereon erected or hereafter erected (the Site, the Medical and Dental College Building thereon, and all other structures and improvements thereon erected or hereafter erected,

and all other property held by the Foundation as trustee under the Trust Agreement, are herein sometimes collectively called the "Trust Property").

II

All the right, title and interest which the Foundation now has or may hereafter acquire in and to any leases hereafter entered into by the Foundation demising the Trust Property or any part thereof, or in and to other contracts hereafter entered into by the Foundation relating to or in connection with the Trust Property or any part thereof, or the operation thereof, or the rents, issues, profits, income, earnings, charges, receipts or other revenues arising therefrom.

III

All the rents, issues, profits, income, earnings, charges, receipts or other revenues or benefits of the Foundation arising from, out of, or in connection with the ownership, leasing or operation of the Trust Property from whatever sources derived, and all cash, claims, accounts or bills receivable and evidences of indebtedness of whatsoever nature owned by the Foundation and arising out of, or in connection with, the ownership, leasing or operation of the Trust Property, including the proceeds of Bonds and accrued interest thereon deposited by it under the Construction Fund Agreement, a copy of which is attached hereto as Exhibit II.

TO HAVE AND TO HOLD all and singular the said leases, contracts, agreements and rights in the Trust Property hereby transferred, assigned or pledged by the Foundation as aforesaid (hereinafter sometimes called the "Pledged Estate"), unto the Trustee and its successors and assigns in the trust forever, subject to the right of the Foundation to collect and receive all of such revenues from the Trust Property and the money due under the above described leases and contracts and to exercise its rights and powers under such leases and contracts until the occurrence of an event of default (as hereinafter defined) provided, however, that in any event the Foundation shall be under obligation as hereinafter provided to deposit with the Trustee all such moneys collected by it.

IN TRUST NEVERTHELESS upon the terms and trusts herein set forth for the equal and proportionate benefit and security of the Bonds issued under and secured by this Indenture and the coupons to any of them appertaining, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond or coupon over or from the others by reason of priority in the time of the execution, certification, issuance, sale or negotiation thereof, or by reason of the date thereof, or otherwise, so that each and all of such Bonds and coupons shall be equally and ratably secured hereby with the same effect as if the same had all been executed, certified, issued, sold and negotiated simultaneously with the execution and delivery hereof:

AND, IT IS EXPRESSLY DECLARED, COVENANTED AND AGREED that all of said Bonds are to be issued, certified, delivered, received and negotiated, and that the aforesaid Pledged Estate is assigned to and to be held by the Trustee subject to the following further conditions, covenants and provisions, uses and trusts, and every holder of said Bonds and coupons accepts the same subject thereto, that is to say:

This Indenture and the Bonds and coupons secured hereby are executed, issued and delivered upon the express conditions, hereby assented to by the Trustee and by the holder of each Bond and coupon at any time outstanding hereunder, that

- (a) The principal of and interest on said Bonds and all other indebtedness hereby secured shall be payable solely from the revenues of the Trust Property from whatever sources derived (except that interest accruing during the period of construction of the Project may be paid out of the proceeds of the sale of the Bonds) and from the special fund hereinafter described into which said revenues are hereby and in the Bonds required to be paid, and the Foundation shall not be obligated to pay the principal of and interest on said Bonds and all other

indebtedness hereby secured except from the aforesaid revenues and special fund.

- (b) The Bonds and interest coupons appertaining thereto shall not constitute or be a debt, obligation or liability of any kind whatsoever (either within the meaning of any constitutional or statutory restriction or limitation or otherwise) of The Board of Trustees of the University of Illinois or the State of Illinois, and neither The Board of Trustees of the University of Illinois nor the State of Illinois shall be legally or morally liable or obligated thereon.
- (c) No personal liability of the Foundation or any beneficiary under the Medical and Dental College Building Trust shall be asserted or be enforceable because or in respect of the Bonds or of the making, issue or transfer thereof, all such personal liability, if any, being hereby expressly waived and released by each bearer or registered holder of any of the Bonds and each holder of any coupon appertaining to the Bonds, and each such bearer or registered holder of any of the Bonds, and each such holder of any coupon appertaining thereto, accepts the same upon the express condition that the Bonds and interest coupons appertaining thereto shall be collectible only out of the aforesaid special fund and the revenues of the Trust Property hereby and in the Bonds required to be paid therein.
- (d) In no event shall the Trustee or any holder or holders of any Bonds or interest coupons appertaining thereto be deemed to have the remedy of foreclosure or any other remedy pursuant to which they or any of them may cause the Trust Property to be sold and the title of the Foundation to the Trust Property to be divested or forfeited; provided, however, that nothing herein contained shall be construed to affect, limit or prejudice any of the other rights, powers and remedies of the Trustee or of the bondholders which are given hereunder or which now or hereafter exist at law or in equity or by statute, including, without limiting the generality of the foregoing, the rights, powers and remedies of the Trustee and of the bondholders (as hereinafter provided) in the event of a default hereunder:
 - (1) to take possession, use, operate, manage and control the Trust Property and to collect and dispose of the rents, issues and profits therefrom;
 - (2) to secure the appointment of a receiver or receivers of the Trust Property and of the rents, issues, and profits therefrom; and
 - (3) to enforce the payment directly to the Trustee of any sums due to the Foundation under the attached lease or any other leases or other contracts relating to or in connection with the Trust Property, or any part thereof, or the operation thereof, or the rents, issues and profits therefrom, and to exercise any and all rights, powers and remedies of the Foundation thereunder, including the power to terminate any such lease or contract in case of a default thereunder by the Lessee or other party thereto;all as more fully hereinafter provided.

Subject always to the provisions of the paragraphs (a), (b), (c), and (d) next preceding, the terms and conditions upon which the Bonds and the coupons appertaining thereto are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the Pledged Estate is to be held, which said trusts and conditions the Trustee hereby accepts, are, and the respective parties hereto covenant and agree, as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Wherever the following terms or any of them are used in this Indenture, the same, unless the context shall indicate another or different meaning or intent, shall be construed, are used, and are intended to have meanings, as follows:

(a) "Project"—the Medical and Dental College Building to be constructed upon the Site (hereinabove described) in Chicago, Illinois, with the proceeds of the Bonds issued hereunder and of the Grant to the University.

(b) "Trust Property"—the Site, the Medical and Dental College Building thereon, all other structures and improvements thereon erected or hereafter erected, and all other property held by the Foundation as trustee under the Trust Agreement.

(c) "Pledged Estate"—all the right, title and interest which the Foundation now has or may hereafter acquire in and to those leases, contracts and rights in the Trust Property which are hereby transferred, assigned or pledged by the Foundation and are more fully described in the granting clauses hereof.

(d) "State Director (P.W.A.)"—the person appointed by the Federal Emergency Administrator of Public Works to perform the functions of the office of State Director (P.W.A.) for the State of Illinois, or any other person appointed to perform such functions, including any representative designated by said State Director (P.W.A.) for such purpose.

(e) "Government"—the United States of America acting by or through the Federal Emergency Administrator of Public Works, or by or through any other federal agency or official authorized to exercise the powers and authority now reposed in the Federal Emergency Administrator of Public Works or to act in his behalf.

Section 1.02. Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The words "bond," "coupon," "owner," "holder," "person" and "entity" shall include the plural as well as the singular number unless the context shall otherwise indicate. The term "Bond" or "Bonds" shall mean any Bond or Bonds or all of the Bonds, as the case may be, authenticated and delivered under this Indenture. The term "coupon" or "interest coupon" when used herein with respect to the Bonds shall mean any interest coupon which appertains or appertained to any Bond and shall include a claim for interest on a temporary Bond without coupons. The terms "holder" or "bondholder" when used herein with respect to Bonds issued hereunder shall mean, unless the context otherwise indicates, the holder or registered owner, as the case may be, of Bonds at the time issued and outstanding hereunder.

The Government shall be deemed to be the holder of any Bonds registered in the name of the United States of America or any agency or instrumentality thereof, and also of any Bonds held by any agency or instrumentality of the United States of America if notice of such holding shall have been given to the Trustee.

The term "Indenture" shall include this Indenture and each and every Indenture supplemental hereto. The word "year" shall be construed to mean calendar year, unless the context otherwise indicates. The word "person" shall include natural persons, firms, associations, corporations, partnerships, and bodies politic, unless the context otherwise indicates.

Whenever any consent or approval of the Trustee or the holder of any Bonds or coupons is provided for hereunder, it is specifically agreed that consent or approval in writing is intended.

The words "order," "request" or "requisition" of the Foundation, unless otherwise expressly provided, shall be held and construed to mean a written order, request, or requisition.

Section 1.03. Whenever in this Indenture it is provided that any fact or opinion be evidenced to the Trustee by means of a certificate, statement, opinion, or other document, it shall constitute compliance herewith if the various facts or opinions intended so to be evidenced to the Trustee be included in different statements, opinions, or other documents signed by the same person or different persons of the same qualifications.

Section 1.04. References by number in this Indenture to any article or section shall be construed as referring to the articles and sections contained in this Indenture. The words "hereof" and "herein" and compounds thereof shall be construed as referring to this Indenture generally and not merely to the particular article or section in which they occur.

Section 1.05. Whenever the terms "majority of the holders of Bonds," or "ten per cent of the holders of Bonds" (or like terms) are used, the same shall be construed to mean the holders of a majority, ten per cent, or other percentage (as the case may be) of the Bonds at the time then outstanding hereunder.

ARTICLE II

FORM, EXECUTION, AUTHENTICATION AND REGISTRATION OF BONDS

Section 2.01. This Indenture shall be and constitute a continuing lien on the Pledged Estate to secure the full and final payment of the principal of and interest on all Bonds which from time to time may be issued, authenticated and delivered hereunder. The aggregate principal amount of all Bonds so to be issued, authenticated and delivered hereunder shall not (except for Bonds issued in substitution for Bonds lost, stolen or destroyed) exceed the sum of one Million and Ninety-one Thousand Dollars (\$1,091,000) and shall mature annually, January 1, in numerical order, lowest numbers first, as follows:

<i>Year</i>	<i>Amount</i>
1938.....	\$40,000
1939.....	40,000
1940.....	45,000
1941.....	45,000
1942.....	45,000
1943.....	50,000
1944.....	50,000
1945.....	50,000
1946.....	55,000
1947.....	55,000
1948.....	60,000
1949.....	60,000
1950.....	65,000
1951.....	65,000
1952.....	70,000
1953.....	70,000
1954.....	75,000
1955.....	75,000
1956.....	76,000

(Such dates being herein sometimes called "principal payment dates").

Section 2.02. All Bonds issued hereunder shall be dated as of July 1, 1936, shall be in the denomination of One Thousand Dollars (\$1,000) and shall be numbered consecutively from 1 upwards. Each Bond issued hereunder shall bear interest from the date thereof at the rate of four per cent (4%) per annum, payable semi-annually on the first day of January and July in each year (such dates being herein sometimes called "interest payment dates"). The text of the Bonds and the interest coupons thereto appertaining shall be substantially of the tenor and purport above recited, with appropriate insertions, omissions, variations, and substitutions as in this Indenture provided. Such Bonds may bear such legends or endorsements as may be required by the rules of any brokerage board or securities exchange or the order of any governmental authority. The text of the authentication certificate of the Trustee to be endorsed on all Bonds issued hereunder shall be substantially in the form of the certificate hereinbefore recited.

Section 2.03. All Bonds to be issued hereunder shall be signed by the President of the Foundation and the Seal of the Foundation shall be thereto affixed and attested by the Secretary of the Foundation. In case any one or more of such officers who shall have signed or sealed any of the Bonds shall cease to be such officer or officers before the Bonds so signed and sealed shall have been actually authenticated and delivered by the Trustee, such Bonds may, nevertheless, upon the request of the Foundation be authenticated and delivered, as herein provided, as though the persons who signed or sealed such Bonds had

not ceased to be such officers of the Foundation. Any Bond may be signed, sealed or attested by such persons as, on the actual date of such execution, sealing or attesting, shall be the proper officers, although such persons shall not have been such officers on July 1, 1936.

The coupons to be attached to the Bonds shall be authenticated by the facsimile signature of the present or any future President of the Foundation and the Foundation may adopt and use for that purpose the facsimile signature of any person who shall have been such President, notwithstanding that he may have ceased to be such officer at the time when such Bonds shall be actually executed, authenticated and delivered.

Section 2.04. Only such Bonds as shall have endorsed thereon a certificate of authentication of the Trustee substantially in the form hereinbefore set forth shall be valid or obligatory for any purpose, or shall be secured by this Indenture or entitled to any lien or benefit hereunder, and every such certificate of the Trustee on any Bond executed by or on behalf of the Foundation shall be conclusive evidence and the only evidence that the Bond so authenticated has been duly authenticated and delivered hereunder and that the holder thereof is entitled to the benefit of this Indenture. Prior to the authentication of Bonds hereunder, all matured interest coupons, if any, attached thereto shall be by the Trustee detached and cancelled.

Section 2.05. So long as any of the Bonds issued hereunder shall remain outstanding and unpaid the Foundation covenants that it will keep at the office of the Trustee, books (herein sometimes called the "Bond Register") for the registration and transfer of Bonds as herein provided, and the Trustee is hereby appointed the Bond Registrar of the Foundation for the purpose of registering and of transferring Bonds as hereinafter provided. Any Bond issued hereunder may be registered on the Bond Register in the manner hereinafter provided. In case an event of default shall happen and be subsisting, the Trustee shall permit any bondholder to examine the Bond Register at its office during its customary business hours.

Each Bond issued hereunder shall pass by delivery, unless registered for the time being in the name of the holder on said Bond Register. Such registration and the date thereof shall be noted on each Bond substantially in the form of the registration certificate hereinbefore recited. After such registration of any Bond, no transfer thereof shall be valid unless made on the Bond Register by the registered holder in person or by his attorney duly authorized in writing, and similarly noted on the Bond, but such Bond may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored, and such Bond may again from time to time be registered or transferred to bearer as before. Registration of any Bond, however, shall not affect the negotiability of the coupons appertaining to such Bond, but every such coupon shall continue to pass by delivery merely. As to each Bond so registered, the person in whose name the same shall for the time being be registered shall be deemed and regarded as the absolute owner thereof for all purposes of this Indenture, except for the purpose of receiving payment of the outstanding coupons, if any, appertaining thereto, and so long as the same shall be so registered, payment of or on account of the principal thereof shall be made only to the registered holder thereof. All such payments so made shall be valid and effectual to release and discharge liability for principal to the extent of the sum or sums so paid. The bearer of any Bond issued hereunder which shall not be registered as hereinbefore provided and the bearer of any coupon appertaining to any Bond shall for all purposes of this Indenture be deemed and regarded as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes, and the Foundation and the Trustee, and each of them, shall be fully protected in making payment on account of any such Bond or coupon to the bearer thereof.

Section 2.06. Until the definitive Bonds to be issued under this Indenture can be prepared and executed, the Foundation may execute and, upon request of the Foundation, the Trustee shall authenticate and deliver, in lieu of such defini-

tive Bonds and subject to the same provisions, limitations and conditions, temporary typewritten, printed or lithographed Bonds in bearer form, substantially of the same tenor hereinbefore recited, except that coupons may be omitted, but with such appropriate omissions, insertions and variations as may be required. Such temporary Bonds may be in the denomination or denominations of One Thousand Dollars (\$1,000) or any multiple or multiples thereof, as the Foundation may determine. When and as interest is paid upon temporary Bonds without coupons, such Bonds shall be presented to the Trustee for notation thereon of such payment. The Foundation covenants that definitive Bonds in aggregate principal amount equal to outstanding temporary Bonds, without unnecessary delay shall be prepared and executed by the Foundation; and that such definitive Bonds then shall be delivered to the Trustee and thereupon the Trustee, upon surrender of any temporary Bonds for exchange and cancellation thereof, shall authenticate and deliver such definitive Bonds in exchange for an equal aggregate principal amount of such temporary Bonds when presented for exchange. Such exchange shall be at the expense of the Foundation and without its making any charge therefor. Until so exchanged, such temporary Bonds shall be entitled to the same security and rights as definitive Bonds.

Section 2.07. Until the definitive Bonds to be issued under the Indenture can be prepared and executed, the Foundation may execute and the Trustee shall authenticate and deliver in lieu of such definitive Bonds, typewritten, lithographed, or printed Interim Receipts in the denomination or denominations of \$1,000 or any multiple or multiples thereof as the Foundation may determine. Such Interim Receipts shall be exchangeable, without cost to the holder thereof, for the definitive Bonds described therein when the latter are ready for delivery. When and as interest is paid upon Interim Receipts, such Interim Receipts shall be presented to the Trustee for notation thereon of such payment. The Foundation covenants that definitive Bonds in aggregate principal amount equal to outstanding Interim Receipts, without unnecessary delay, shall be prepared and executed by the Foundation; and that such definitive Bonds then shall be delivered to the Trustee and thereupon the Trustee, upon surrender of any Interim Receipts for exchange and cancellation thereof, shall authenticate and deliver such definitive Bonds in exchange for the Interim Receipts which acknowledge payment for such definitive Bonds and are in an aggregate principal amount equal thereto. Until so exchanged, the owner and holder of such Interim Receipts shall be entitled to all of the rights and privileges of an owner and holder of the Bonds described therein. Such Interim Receipts shall contain such terms as are in conformity with the provisions hereof and shall be in such form and bear such date or dates as the Foundation by resolution shall determine. Such Interim Receipts shall be signed and sealed on behalf of the Foundation by its President. Such Interim Receipts shall be authenticated by a certificate of the Trustee and only such Interim Receipts as shall be so authenticated shall be valid or obligatory for any purpose, or secured by this Indenture, or entitled to any benefit of lien hereunder.

Section 2.08. Bonds in an aggregate principal amount not exceeding (except for Bonds issued in substitution for Bonds lost, stolen or destroyed) One Million Ninety-one Thousand Dollars (\$1,091,000) shall at one time or from time to time be executed and delivered to the Trustee and, in accordance with written orders of the Foundation signed by its President, shall be authenticated by the Trustee and delivered (either before or after the filing or recording of this Indenture in any public office) from time to time.

Section 2.09. In case any Bond or any of the coupons appurtenant thereto shall be or become mutilated, destroyed, stolen or lost, then upon surrender of such mutilated Bond or coupon to the Trustee, or presentation to the Foundation and the Trustee of evidence satisfactory to them, respectively, of the destruction, theft or loss of such Bond or coupon and that the claimant was the true owner thereof at the time of such event and, in any case, upon being furnished with indemnity satisfactory to them, respectively, and upon payment of all necessary expenses incurred by the Foundation and the Trustee in investigating said claim and in issuing a new Bond or coupon, the Foundation in its discretion may issue, and the Trustee thereafter in its discretion may authenticate and

deliver to or upon the order of such claimant, a new Bond or coupon of like tenor, date, principal amount, and maturity as the Bond or coupon so mutilated, destroyed, stolen or lost, with such notations thereon as the Foundation and the Trustee shall determine. Any such duplicate Bonds and coupons issued pursuant to this Section shall constitute original additional contractual obligations on the part of the Foundation, whether or not the lost, stolen or destroyed Bonds or coupons be at any time found by anyone, and such duplicate Bonds and coupons shall be entitled to equal and proportionate benefits of this Indenture with all other Bonds and coupons issued hereunder. The Trustee forthwith shall cremate any mutilated Bond or coupon so surrendered and deliver duplicate certificates of cremation to the Secretary.

Section 2.10. Whenever

- (a) pursuant to Section 2.06 hereof, temporary Bonds or coupons shall be surrendered in exchange or substitution for definitive Bonds, or
- (b) pursuant to Section 2.07 hereof, Interim Receipts shall be surrendered in exchange or substitution for definitive Bonds, or
- (c) pursuant to any provision of this Indenture, Bonds or coupons are surrendered and paid, whether upon purchase, redemption, maturity or otherwise, or upon the detaching of matured interest coupons before authentication of the Bonds to which same appertain,

the Trustee shall cancel such Bonds, coupons or Interim Receipts so received and either deliver the same to or upon the written order of the Secretary or, upon the written order of such Secretary, cremate such Bonds or coupons or Interim Receipts and issue to the Secretary duplicate certificates of such cremation, and each of such certificates, whenever presented by the Secretary, shall be deemed to be and shall be accepted by the Trustee and its successors in trust hereunder as conclusive evidence of the payment and cancellation of the Bonds and coupons and Interim Receipts therein stated to have been cremated for all purposes of this Indenture or any release hereof to the same extent as the presentation duly cancelled of the Bonds and coupons and Interim Receipts so mentioned in such certificate.

Section 2.11. The Foundation will pay any Federal or other stamp tax required to be paid upon the issuance of the Bonds. If permitted by law, stamps evidencing payment of such taxes shall be affixed to a counterpart original of this Indenture and cancelled, and such counterpart original shall be held by the Trustee. A statement that such stamps have been duly affixed to this Indenture and have been duly cancelled shall be indorsed upon the Bonds.

ARTICLE III

CONSTRUCTION FUND AGREEMENT

Section 3.01. The Foundation represents that the agreement hereto annexed and marked "Exhibit II" is a copy of an agreement (herein called the "Construction Fund Agreement") duly entered into by the Foundation, the University and The First National Bank of Chicago on the date thereof which said agreement (an original copy of which is on file at the office of the Trustee) is at the date of the execution and delivery hereof in full force and effect, and unmodified, and the Foundation hereby covenants and agrees that each and every term and provision of said Construction Fund Agreement shall be carried out and performed. The Foundation covenants to deposit or cause to be deposited with the Trustee under the Construction Fund Agreement, all of the proceeds of the Bonds, same to be held in Construction Fund B and to be disbursed in the manner provided in the Construction Fund Agreement. The Foundation further covenants and agrees that it will complete the Project in accordance with the plans and specifications which shall have been delivered to and approved by the Government, that the Completion Date (as defined in the Construction Fund Agreement) shall occur on or before May 1, 1937 and that, in the event of the failure of the Foundation to complete the Project within the time specified, the Trustee shall have the right (but not the duty) to take over the construction of and complete the Project at the expense of the Foundation, in which event any amounts held in the Construction Funds pro-

vided for in the Construction Fund Agreement may be used by the Trustee for such purpose.

For the purpose of so completing the construction of the Project, the Trustee may make any and all contracts and incur any and all indebtedness deemed by it to be necessary for architects, engineers, and contractors, and for work, labor, materials, supplies, and equipment in connection therewith; such contracts may be made and such indebtedness incurred in the name of the Foundation and as its attorney-in-fact hereby irrevocably appointed for such purpose; and the Trustee may enforce compliance with any contracts or agreements theretofore made by or on behalf of the Foundation, may make payments thereunder and do any and all things whatsoever that the Foundation might do in such connection, and may sign the name of the Foundation to any new contracts and to any and all papers and documents deemed by it necessary or advisable for such purpose; or the Trustee, at its election, may make any such contracts and incur any such indebtedness in its own name as Trustee of an express trust.

In any such event, the Trustee may pay at any time any outstanding bills or liability or indebtedness contracted or incurred by or on behalf of the Foundation or by the Trustee in its own name or on behalf of the Foundation, and may make up any deficit in connection with the construction or equipment of the Project, regardless of whether or not any mechanics' liens or any other liens or claims have been filed or established in any of the foregoing instances, or the Trustee may advance directly to the Foundation any and all sums which it may deem necessary in its discretion for the above purposes or any of them.

Any funds advanced or expended by the Trustee (except any moneys received from the Construction Fund) in completing the construction of the Project shall be repayable at once with interest at the rate of four per centum (4%) per annum, out of any funds available hereunder for the payment of the principal of and interest on the Bonds or as a reserve therefor, and all funds so advanced or expended, with interest thereon, shall be secured hereby in priority to the indebtedness evidenced by the Bonds and coupons issued hereunder; but no such completion of the Project by the Trustee shall be deemed to relieve the Foundation from any default hereunder.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. The Bonds shall be redeemable, as a whole or in part (in the inverse order of maturities), at the option of the Foundation (unless to the knowledge of the Trustee an event of default shall have occurred and shall be subsisting) or by operation of the Bond Fund herein provided for, upon any interest payment date, after notice given in the manner herein provided, at the principal amount thereof plus interest accrued thereon to the redemption date, plus a premium of one-quarter of one per centum of such principal amount for each year or fraction thereof from the redemption date to the stated maturity thereof (the aggregate of such principal, interest and premium with respect to any Bond being herein called the "redemption price" thereof).

If the Foundation shall determine to redeem Bonds pursuant to this Section, it shall give written notice to the Trustee of its intention so to do, specifying the principal amount and the maturities of the Bonds to be redeemed and the redemption date, and requesting the Trustee to give notice of such redemption. If less than all of the Bonds of any maturity are to be redeemed, the Trustee shall select the Bonds of such maturity to be redeemed by lot in any usual manner approved by it.

In case the Foundation shall notify the Trustee of its intention to redeem Bonds and, at least three days prior to the date fixed for the mailing of notice of such redemption (or for the first publication thereof, if published notice shall be required), shall have deposited with the Trustee in cash an amount which, together with any moneys then held by the Trustee for the account of the respective persons entitled to interest on the Bonds to be redeemed, shall be sufficient to pay the aggregate redemption prices thereof, and shall also have deposited with the Trustee a sum sufficient to pay the proper expenses and

charges of the Trustee in connection with such redemption, or in case any Bonds are to be redeemed by operation of the Bond Fund as hereinafter provided, the Trustee shall give notice of redemption of such Bonds, by mailing the same by registered mail, at least thirty days prior to the redemption date, to each registered owner of any Bond or Bonds designated for redemption, at the address of such owner appearing upon the Bond Register, and, unless all of the Bonds to be redeemed shall be registered Bonds, also by causing such notice to be published once in each of four successive calendar weeks prior to the redemption date in a newspaper and also in a financial journal, both printed in the English language and published and of general circulation in the City of Chicago, County of Cook, State of Illinois, such first publication to be not less than thirty days nor more than forty-five days prior to the redemption date. Moneys paid by the Foundation to the Trustee on account of the redemption price of Bonds designated for redemption shall be set aside by the Trustee and held by it for the account of the respective holders of such Bonds.

Such notice shall state the maturities of the Bonds called for redemption (and, if less than all of the Bonds of any one maturity are to be redeemed, the serial numbers of the Bonds to be redeemed), that such Bonds have been called for redemption on a date specified therein (herein called the "redemption date") and that interest thereon will cease on such redemption date, and shall direct the holders of such Bonds to present the same at the principal office of the Trustee, together with all coupons, if any, maturing on and after the redemption date. Failure to mail any such notice to the registered holder of any Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond so designated for redemption.

Notice of redemption having been so given, the Bonds specified in such notice shall become due and payable upon the redemption date at the respective redemption prices thereof. On presentation and surrender of any such Bond in accordance with such notice, such Bond shall be paid by or on behalf of the Foundation at the redemption price thereof. Such payment of the redemption price shall be made to the bearer of such Bond, unless it shall then be registered, in which case such payment shall be made to or upon the order of the registered holder, but in either case only upon the surrender of such Bond; provided, however, that the redemption price payable to the holder of any Bond presented for redemption shall not include any installment of interest maturing on or prior to the redemption date which shall be represented by a coupon, unless such coupon shall accompany such Bond, but each such interest installment shall continue to be payable to the bearer of such coupon. If moneys shall be continuously held for the benefit of the holder of any Bond so called for redemption and shall be available for the payment thereof to and including the fifteenth day following the interest payment date next succeeding the redemption date, such Bond so called for redemption shall at the redemption date cease to draw interest and the appurtenant coupons maturing subsequent to the redemption date shall be void and thereafter such Bond and such coupons shall cease to be entitled to any benefits of or from this Indenture, and shall not be deemed to be outstanding hereunder for any purpose, except that the holder of such Bond, on presentation thereof at any time as hereinabove provided, shall be entitled to receive payment of the redemption price thereof from the moneys which shall be reserved therefor in the hands of the Trustee. If moneys are not continuously so held for the benefit of the holder thereof and available for the payment thereof to and including the fifteenth day following the interest payment date succeeding the redemption date thereof, or if such Bond upon presentation for payment on or before the fifteenth day after the interest payment date succeeding the redemption date thereof is not paid, such Bond shall continue to be payable at the redemption price thereof and shall bear interest at the rate therein expressed until payment, and until so paid shall continue to be entitled to the benefits of this Indenture; provided, however, that the withholding of payments by the Trustee during such time as may be reasonably required by the Trustee to satisfy itself as to the right of any claimant to receive the same shall not be deemed a failure to pay.

All unpaid interest installments represented by coupons which shall have matured prior to such redemption date shall continue to be payable to the respective bearers thereof, and such coupons shall be presented for payment in the usual manner, and the notice of redemption herein provided for may so state.

ARTICLE V

PLEDGED LEASES AND CONTRACTS

Section 5.01. The Foundation certifies and declares that the lease attached hereto and marked "Exhibit I" is a copy of a lease duly entered into between the Foundation, as lessor, and the University, as lessee, as of the date thereof, which said lease is at the date of execution and delivery hereof in full force and effect and unmodified. The Foundation covenants that it will cause each and every term and provision of said lease to be carried out and performed, that it will cause all moneys due to it under said lease to be collected promptly, and that it will take any and all action necessary for such purposes. In the event that the University shall default in the performance of any of its obligations under said contract, the Foundation shall take such action and pursue such remedies as it deems necessary in order to collect all sums due under said lease or to compel the performance by the University of its other obligations under such lease or otherwise to take advantage of the provisions thereof. The Trustee may, and upon the written request of at least ten per cent of the holders of the Bonds shall, make written request to the Foundation to take such action and pursue such remedies as are deemed necessary in order to collect all sums due from the University under the lease or to compel the performance by the University of its other obligations under such lease or otherwise to take advantage of the provisions thereof. The Foundation agrees to comply with every such request of the Trustee.

In the event that the University shall be in default under said lease, the Foundation shall not terminate the rights of the University under said lease except with the consent of (a) the Trustee, and the Trustee shall not give such consent without first receiving the approval of such action by at least ten per cent of the holders of the Bonds, and (b) the Government so long as it shall hold any of the Bonds.

Nothing in this Section, however, shall be construed as imposing any obligation upon the University, as lessee under said lease, to pay its rent and other obligations under said lease out of any funds other than the Medical and Dental College Building Fund pledged by said lease for the payment thereof and the receipts and collections thereby required to be paid into said special fund, it being expressly stipulated and agreed that neither the Foundation nor the Trustee shall have the right to demand the payment of rent or the discharge of the other obligations of the University as lessee under said lease out of any funds other than said special fund and the receipts and collections thereby required to be paid therein.

Section 5.02. The Foundation certifies and declares that the rental and other sums required to be paid to it under the lease attached hereto as Exhibit I (so long as it shall continue in force) will be at least sufficient to pay all costs of maintenance, repair and operation of the Trust Property and to meet and to pay the principal of and the interest on the Bonds secured hereby as the same shall become respectively due and payable (including the fiscal agency charges in connection with the payment thereof) and to create and maintain a reserve for the payment of such principal and interest. All such sums collected under said lease shall be paid into the Revenue Fund as required by Section 6.01 hereof for the purposes stated therein.

Section 5.03. In the event that the University terminates or fails to renew the attached lease at any time, the Foundation shall not thereafter lease the Project and the Site thereof to the University, as lessee, except at the same rental and upon the same terms and conditions as those set forth in the attached lease, so long as there shall be any Bonds or interest coupons outstanding hereunder or shall be any other unpaid indebtedness secured hereby, unless the changes in said rental, terms and conditions are consented to in writing (a) by

the Trustee, and the Trustee shall not give its consent to any changes in the annual rental of \$86,000 payable under said lease without first receiving the approval of such action by at least a majority of the holders of the Bonds outstanding, nor shall it give its consent to any changes in the other terms and conditions of said lease without first receiving the approval of such action by at least ten per cent of the holders of the Bonds, and (b) by the Government so long as it holds any of the Bonds.

Section 5.04. In the event that the University fails to renew the attached lease at any time, the Foundation covenants and agrees to lease the Project and Site to others than the University for use exclusively for college, seminary, university or other exclusively public educational purposes, such lease or leases to be on the most favorable terms obtainable; provided, however, that no lease or leases demising the Project and the Site thereof shall be made which shall provide, in the aggregate, for a net rental less than \$86,000 annually, unless such lesser rental is consented to in writing (a) by the Trustee, and the Trustee shall not give such consent without first receiving the approval of such action by at least ten per cent of the holders of the Bonds, and (b) by the Government so long as it holds any of the Bonds.

Section 5.05. The Foundation covenants that it will at all times (whether or not the attached lease to the University shall be in force) charge and collect rents, fees, revenues and other issues and profits for the use of the Trust Property at rates which will be at least sufficient to pay all costs of maintenance, repair and operation of the Trust Property and to meet and pay the principal of and interest on the Bonds as same shall come due (including fiscal agency charges in connection with the payment thereof) and to create and maintain a reserve for the payment of such principal and interest.

With reference to any leases or contracts hereafter entered into by the Foundation demising or otherwise relating to the Trust Property or the operation thereof or the rents, issues, profits or other revenues therefrom, the Foundation covenants that it will cause each and every term and provision of said leases and contracts to be carried out and performed, that it will cause all moneys due to it under said leases and contracts to be collected promptly, and that it will take any and all action necessary for such purposes. In the event that there shall be a default in the performance of any obligation under such leases or contracts, the Foundation shall take such action and pursue such remedies as it deems necessary in order to collect all sums due under said leases and contracts or to compel the performance of any other obligations under said leases and contracts or otherwise to take advantage of the provisions thereof. The Trustee may, and upon the written request of at least ten per cent of the holders of the Bonds shall, make written request of the Foundation to take such action or pursue such remedies as are deemed necessary in order to collect all sums due under such leases and contracts or to compel the performance of any obligation under such leases and contracts or otherwise to take advantage of the provisions thereof. The Foundation agrees to comply with every such request of the Trustee.

ARTICLE VI

DEPOSIT OF REVENUES OF TRUST PROPERTY IN CERTAIN SPECIAL FUNDS

Section 6.01.—(Revenue Fund).—The Foundation covenants that it will deposit with the Trustee promptly the gross revenue of the Trust Property, as collected, in a special account, to be called and herein referred to as the "Revenue Fund." The gross revenues of the Trust Property shall consist of all sums collected by the Foundation under its lease to the University or under any other leases or contracts entered into by the Foundation in connection with the demising or operation of the Trust Property or any part thereof and shall include all other revenues collected by the Foundation as rent, issues, profits or other receipts from the Trust Property. So long as it is not in default hereunder, the Foundation may withdraw moneys from the Revenue Fund for the purpose of making expenditures or paying indebtedness incurred by it in connection with the maintenance, repair and operation of the Trust Property. Such

moneys may be withdrawn, however, only upon receipt by the Trustee of a duly executed check or other order of the Foundation accompanied by a voucher of the Foundation stating the purpose or purposes for which such moneys are withdrawn and that same are a reasonable expense of the Foundation in the maintenance, repair and operation of the Trust Property. In case an event of default has happened and is subsisting and the Trustee has elected to take possession of the Trust Property or to cause a receiver to be appointed therefor, the Foundation may be denied the right to withdraw moneys from the Revenue Fund and the Trustee or receiver (instead of the Foundation) may withdraw, disburse and use (or cause to be used) such moneys for the purpose of meeting the cost of maintenance, repair, and operation of the Trust Property.

Section 6.02.—(Bond Fund)—On or before the 26th day of June and December of each year beginning with the 26th day of June or December next succeeding the Completion Date (as said term is defined in the Construction Fund Agreement), the Trustee shall transfer to a special account to be called (and herein referred to as) the "Bond Fund" all moneys in the Revenue Fund on said date exclusive of the sum of \$2,000 to be reserved therein for the payment of the costs to the Foundation of maintenance, repair and operation of the Trust Property. Moneys in the Bond Fund shall be held as security for all of the Bonds issued hereunder without distinction or priority of one Bond over another (except as provided in Section 9.04) and such moneys shall be applied by the Trustee to the payment of (a) interest upon the Bonds as such interest becomes due and payable, (b) the principal of the Bonds as same becomes due and payable, (c) the purchase or redemption price of Bonds purchased or redeemed hereunder, and (d) the necessary fiscal agency charges for payment of such interest and payment or redemption of Bonds.

In the event that on the day preceding any interest payment date the moneys in the Bond Fund not allocated to some other specific purpose shall be insufficient to pay the principal of and interest on the Bonds becoming respectively due and payable on said interest payment date and fiscal agency charges in connection therewith, the Trustee shall transfer to the Bond Fund from the Revenue Fund out of moneys therein derived from any source (including the aforesaid sums therein reserved for the payment of the costs to the Foundation of maintenance, repair and operation of the Trust Property) an amount of money which, together with the moneys in the Bond Fund available therefor, shall equal the amount required for the payment of the principal and interest on Bonds becoming respectively due and payable on said interest payment date and fiscal agency charges in connection therewith.

In the event that on any principal payment date the moneys held in the Bond Fund shall be in excess of the amount required for the payment of such principal, interest and fiscal agency charges that are then due and payable and the principal and interest on the Bonds becoming respectively due and payable on the next two interest payment dates, such excess moneys, if same amount to more than \$5,000, shall be applied by the Trustee as rapidly as reasonably practical to the purchase or redemption of Bonds as hereinafter provided. If the Trustee elects to purchase Bonds, it shall purchase Bonds of any maturities at prices (not exceeding the price at which same shall be redeemable at the next interest payment date) which shall be deemed by the Trustee to be the lowest price or prices obtainable without incurring undue cost for advertising. Such purchases shall be made in such manner (whether in the open market, by tender or otherwise, or at public or private sale) and at such times as the Trustee may deem proper; provided, however, that in case less than all of the Bonds outstanding are to be so purchased at any one time, such funds shall be applied (so far as the Trustee may deem practicable) to the purchase of the Bonds of the latest maturities at the time outstanding. Bonds so purchased or redeemed together with all appurtenant coupons shall be cancelled and no other Bonds shall be issued in lieu thereof.

All moneys which the Bank under the Construction Fund Agreement shall be obligated to transfer to the Bond Fund from Construction Fund B on the Completion Date shall be applied by the Trustee to the purchase or redemption of Bonds.

Section 6.03. When and so long as the moneys held by the Trustee in the Bond Fund and not allocated to some purpose other than the redemption or payment of matured Bonds or interest coupons appurtenant to Bonds, shall equal the principal amount of all outstanding Bonds plus interest thereon to maturity and necessary fiscal agency charges for payment of such Bonds and interest, plus all other sums payable hereunder by the Foundation, the Foundation shall be under no duty to make any further deposits hereunder with the Trustee.

After the principal of and interest on all of the Bonds issued hereunder have been paid in full and after all claims arising hereunder have been satisfied, any balance remaining in any of the funds provided for in this Article shall be paid to the Foundation or to whomsoever may be lawfully entitled to receive the same or as any court of competent jurisdiction may direct.

Section 6.04. All moneys held by the Trustee in the Revenue Fund and the Bond Fund shall be kept in separate accounts respectively and shall be held and treated at all times as trust funds.

ARTICLE VII

INSURANCE

Section 7.01. The Foundation covenants that at all times until the principal and interest on the Bonds issued hereunder shall have been paid in full (or a sufficient amount shall have been provided and deposited with the Trustee to pay the principal of and interest on the same as they mature), it will keep the Trust Property insured to the full insurable value thereof in a responsible insurance company or companies, satisfactory to the Trustee under policies which shall specifically insure against loss or damage to the Trust Property or any part thereof as aforesaid, by fires, lightning, explosions, cyclones, tornadoes, and wind storms, provided, however, that at any time while any contractor engaged in constructing the same shall be fully responsible for any part of the Trust Property, the Foundation shall not be required to keep such part of the Trust Property so insured. All such policies of insurance shall be for the benefit of the Trustee and the Foundation as their respective interests may appear, but so long as any Bonds or interest coupons are outstanding without a sufficient amount having been provided and deposited with the Trustee to pay same as they mature, the Trustee shall have the sole right to receive the proceeds thereof as additional security hereunder until paid out by it as hereinafter provided.

Section 7.02. The proceeds of insurance policies shall be used in making good the loss or damage in respect to which they were paid, by either repairing the property damaged or replacing the property destroyed. If the proceeds of any such insurance on the Trust Property are more than sufficient to replace or reconstruct the damaged or destroyed property, then the residue remaining after the repair or replacement of the damaged or destroyed property as aforesaid, shall be deposited in the Bond Fund and used and applied as provided in Section 6.02 hereof; but if such proceeds shall be insufficient for such purposes, any deficiency may be supplied; first, out of any available moneys in the Revenue Fund; second, out of any moneys remaining in the Bond Fund after reserving sufficient thereof to redeem all Bonds then called for redemption and not redeemed, and to pay for all Bonds which the Trustee has agreed to purchase in accordance with Section 6.02 hereof and to pay interest and principal becoming due on the Bonds then outstanding hereunder on the next two interest payment dates.

Section 7.03. If in the opinion of the Trustee the proceeds of such insurance, together with any amounts available from the Revenue Fund, and the Bond Fund, and the advances, if any, of the Trustee or any bondholders pursuant to Article X hereof, are insufficient for the full payment of the costs of such repair or replacement and if the Foundation shall fail to supply such deficiency from other sources, then:

- (a) If such proceeds shall be sufficient to pay the principal of and accrued interest on all outstanding Bonds to maturity, or to redeem said Bonds, all the proceeds of such insurance and all moneys held by the Trustee hereunder (including moneys in the Revenue Fund) shall be applied to the payment of the principal of and accrued interest on all outstanding Bonds issued hereunder, or to the redemption thereof;
- (b) If such moneys also shall be insufficient to pay the principal of and interest on the Bonds to maturity, or to redeem said Bonds, and if the attached lease shall still be in force (without the University having given any notice of intention not to renew the lease) all the proceeds of such insurance, together with any amounts available from the Revenue Fund and any other moneys available therefor, shall be applied to the repair or reconstruction of the damaged or destroyed property to the extent that the available insurance moneys will permit; provided, however, that if the attached lease shall not then be in force or if notice of intention not to renew the lease shall have been given by the University, all the proceeds of such insurance and all moneys held by the Trustee hereunder (including moneys in the Revenue Fund) shall be applied to the pro rata payment of the principal of and accrued interest on all outstanding Bonds issued hereunder.

Section 7.04. In the event of any loss or damage of the character referred to above, the Foundation shall forthwith commence and diligently prosecute the repair or reconstruction of the damaged or destroyed property, and shall pay or cause to be paid, out of the proceeds of such insurance or other funds available for that purpose, all costs or expenses in connection therewith so that the same shall be completed and the property be free and clear of all mechanics' and other liens and claims except this Indenture.

Section 7.05. If the proceeds received by the Trustee by reason of any loss or damage of the character referred to above shall not exceed \$10,000, such proceeds shall be paid over by the Trustee to or upon the order of the Foundation, and the Foundation covenants and agrees that such proceeds shall be applied to the repair or reconstruction as aforesaid of the damaged or destroyed property. If the proceeds received by reason of any such loss shall exceed \$10,000, such proceeds shall likewise be paid out by the Trustee, from time to time, to or upon the order of the Foundation, but only upon receipt by the Trustee of:

- (1) A written instrument, requesting the disbursement of a specified amount of such moneys, describing in reasonable detail the work done and material purchased by way of repairing, replacing or rebuilding the damaged or destroyed property, and stating that such amount is required to reimburse the Foundation for expenditures made on account of the cost thereof or that, immediately upon its receipt by the Foundation, such amount will be applied by it to the payment of indebtedness incurred in respect to the cost thereof, and further that no reimbursement or advance has been made previously by the Trustee, under any provision of this Indenture, for the expenditures made or to be made on account of which such request is made;
- (2) A certificate of an architect, engineer, or contractor, satisfactory to the Trustee, approving the work and materials described in said written request, stating that the amount specified therein is not in excess of the reasonable cost of such work and materials, and specifying the additional amount, if any, required to complete the repair, replacement, or rebuilding of the damaged or destroyed property; and
- (3) In case the Trust Property has been repaired, replaced or rebuilt, an opinion of counsel satisfactory to the Trustee (who may be counsel for the Foundation) to the effect that the Foundation has acquired title to the Trust Property so repaired, replaced or rebuilt, free from all liens and encumbrances except those specified and for the discharge,

satisfaction, or other disposition of which provision satisfactory to the Trustee shall have made, and that this Indenture still constitutes a valid first lien on the Pledged Estate.

Section 7.06. If the Foundation shall not have begun within ninety days after such damage or destruction so to repair, replace or rebuild, and shall not proceed, continuously and with all reasonably possible dispatch, to complete such work, the Trustee may, and upon the written request of the holders of a majority in principal amount of the Bonds at the time outstanding and upon being indemnified to its satisfaction, shall repair, replace or rebuild the damaged or destroyed property, or cause the same to be done, and in such event the Trustee shall apply to the cost thereof the insurance moneys deposited with it pursuant to the provisions of this Article; provided, however, that before so applying any such moneys, the Trustee shall obtain a certificate of an architect, engineer, or contractor satisfactory to it, approving the work and materials, the cost of which is to be paid with such moneys, stating that the amount proposed so to be paid is not in excess of the reasonable cost of such work and materials, and specifying the additional amount, if any, required to complete the repair, replacement or rebuilding of the damaged or destroyed property. In the event that the Trustee shall proceed, as aforesaid, so to repair, replace or rebuild the damaged or destroyed property, the Trustee may use moneys in the Revenue Fund therefor and the Foundation from time to time on demand of the Trustee, shall pay to the Trustee out of other funds available for that purpose such sum or sums as shall be necessary, in addition to the insurance moneys and any other moneys deposited with the Trustee and available for that purpose pursuant to the provisions of this Article, fully to complete and pay for such repair, replacement or rebuilding.

If upon completion of such work any moneys received by the Trustee pursuant to the provisions of this Article shall remain in its hands undisbursed, the Trustee shall apply such moneys: first, to the reimbursement of itself for any expenses incurred or advances made by it hereunder and to the reimbursement of any moneys advanced by any holder or holders of outstanding Bonds; and second, any surplus shall be transferred to the Bond Fund and used and applied as hereinabove provided.

Whenever the Trustee shall have received a written notice from the holders of not less than ten per centum in principal amount of the Bonds at the time outstanding requesting it to take any of the action authorized by this Section, and shall have been offered indemnity satisfactory to it, and shall have failed to take such action within thirty days after the receipt of such notice, then the holders making such request are hereby authorized to take any such action, and in such event shall have the benefit of all of the provisions of this Section.

Section 7.07. Notwithstanding any provisions hereinbefore in this Article contained, the Trustee shall not release or apply any insurance moneys received on account of damage to, or partial or total destruction of, the Trust Property, for or on account of the cost of repairing, replacing, or rebuilding the damaged or destroyed property, if such release or application would reduce the balance of all insurance moneys and all other moneys received by the Trustee pursuant to the provisions of this Article and then remaining on deposit with it below the amount specified in a certificate of an architect, engineer, or contractor satisfactory to the Trustee, to be the amount required (after application to the cost of such repair, replacement, or rebuilding of the amount to be so released or applied) to pay the cost of such portion of such repair, replacement, or rebuilding as shall then remain to be completed (it being understood that in the case of repairs, replacements or rebuilding pursuant to the provisions of Paragraph (b) of Section 7.03 hereof, the work to be completed may represent less than a complete repair, replacement or rebuilding of the Trust Property).

Section 7.08. There shall be deposited with the Trustee at such reasonable times as it may request, and at least once in each fiscal year without any such request, a detailed statement of the policies of insurance effected by the Foundation (including those of its lessees) and then outstanding and in force. In case the Trustee shall at any time notify the Foundation in writing that it disapproves of any insurance company furnishing any insurance required here-

under or of the terms of any insurance policy, other insurance satisfactory to the Trustee shall forthwith be effected by the Foundation, but the Trustee shall be under no liability or responsibility for such disapproval or for failure or refusal so to disapprove. If the Foundation shall fail to procure any insurance required by the terms of this Indenture, the Trustee may procure any such insurance and may pay the premiums thereon out of any available moneys held by it in the Bond Fund and not irrevocably appropriated to some other purpose.

The Trustee is hereby authorized in its own name to demand, collect, sue for and receipt for all insurance moneys which may become due and payable to it under any insurance policy. Any appraisal or adjustment of any loss or damage and any settlement and payment of indemnity therefor which may be agreed upon between the Foundation and any insurer, as evidenced by a certificate signed by the Secretary of the Foundation, may be assented to and accepted by the Trustee.

Section 7.09. So long as the Government shall be the holder of any Bonds, the Trustee shall not approve or evidence its satisfaction as to any insurance company, or policy of insurance, or adjustment or settlement of loss or damage unless it shall have received a written statement from the Government to the effect that said companies, or policies, or adjustment, or settlement (as the case may be) are satisfactory to it; and, upon request of the Government, the Trustee shall give notice as aforesaid to the Foundation that it disapproves of any company or of the terms of any policy specified in such request. The Trustee shall also, in accordance with the request of the Government, make such further demands or requests and give such further notices with respect to insurance herein required as may be specified in such request.

Section 7.10. The Foundation covenants and agrees that at all times until the principal of and interest on the Bonds issued hereunder shall have been paid in full (or a sufficient amount shall have been provided and deposited with the Trustee to pay the principal of and interest on the same as they mature), it will carry or cause to be carried:

- (a) General public liability insurance providing a coverage for each accident or disaster of not less than \$10,000 for one person killed or injured therein, and of not less than \$20,000 if there be more than one person killed or injured therein; and
- (b) Workmen's compensation insurance providing a coverage of not less than \$10,000 for one employee killed or injured in any accident, and of not less than \$20,000 if there be more than one person killed or injured therein.

ARTICLE VIII

GENERAL COVENANTS

Section 8.01. The Foundation will promptly pay, out of any funds available for such purposes as herein provided, the principal of and interest on every Bond issued hereunder and secured hereby at the place or places and on the dates and in the manner herein and in the Bonds and coupons specified according to the true intent and meaning hereof and thereof. The principal of and interest on the Bonds are payable solely from the revenues of the Trust Property from whatever sources derived, and such revenues shall constitute special funds which shall be pledged to, and charged with, the payment of the principal of and interest on the Bonds as they respectively shall mature, in the manner and to the extent herein particularly specified.

The Foundation will, upon application, reimburse (out of any funds available for such purpose as herein provided) to the holder of any Bond or Bonds any normal Federal income tax to the extent of but not exceeding two per centum (2%) per annum of the income derived from interest paid thereon which may be paid by such holder by reason of the deriving of income therefrom, and also will reimburse any Connecticut, Maryland, Ohio or Pennsylvania personal property or securities tax to the extent of but not exceeding five (5) mills per annum on each dollar of the taxable value thereof, or any Massachusetts or Wisconsin income tax to the extent of but not exceeding

six (6) per centum per annum of the income derived from interest paid thereon, which may be paid by such holder as a resident of any of said States or Commonwealths by reason of the ownership of or the deriving of income from said Bond or Bonds, provided that such application shall be verified and shall be made to the Foundation within ninety (90) days after the date of payment (or, in the case of taxes paid for more than one year, the proper anniversary of payment) of such taxes or installment thereof, setting forth the ownership by the applicant of such Bond or Bonds, together with the number or numbers thereof, the residence of the applicant at the time such taxes were assessed against him and that such taxes were paid by him because of the ownership by him of such Bond or Bonds or the deriving of income therefrom and such further facts with respect to the legal liability of such holder to pay such taxes and right to claim reimbursement therefor and such evidence of the payment thereof, as the Foundation may reasonably require; provided, however, that the Foundation shall not have theretofore paid or reimbursed the amount of said taxes applicable to such Bond or Bonds. Such taxes will not be reimbursed for any one Bond for more than one of such States or Commonwealths for any year; and the Foundation shall in no event be liable to reimburse any such holder for any interest accrued or penalty imposed and paid in addition to the amount of any such tax as originally assessed.

Section 8.02. The Foundation covenants and agrees faithfully to do and perform and at all times fully to observe any and all covenants, undertakings, stipulations, and provisions contained herein and contained in each and every Bond executed, authenticated and delivered hereunder.

Section 8.03. The Foundation covenants and agrees that it is now well seized of the aforesaid Trust Property and the aforesaid Pledged Estate and is fully authorized to construct the Project at the location and in the manner proposed and has good right, full power and lawful authority to execute the Indenture with reference to same in the manner and form herein respectively done and that it has and, subject to the provisions hereof, will preserve good and indefeasible title to the Project, the Trust Property and the Pledged Estate and will warrant and forever defend the same to the Trustee against the claims of all persons whomsoever; and that there are not now outstanding, and that the Foundation will not at any time create or allow to accrue or to exist, any lien prior to the lien of this Indenture upon the Pledged Estate or any part thereof, and that the lien of this Indenture will not be impaired in any way as a result of any action or non-action on the part of the Foundation.

Section 8.04. The Foundation covenants that it will at all times maintain the Trust Property, or cause the same to be maintained in good repair, order and condition suitable to the purposes thereof. The Foundation further covenants that it will comply with all laws, rules and orders of any governmental body or office exercising any power of regulation or supervision over all or any part of the Trust Property and that it will make or cause to be made any repairs, renewals or replacements to the Trust Property or any part thereof that may be required by any such rule or regulation or by any requirements of any insurance companies which have issued insurance policies with respect to any part of the Trust Property; provided, however, that the Foundation shall have the right in good faith to contest the validity of any such law, rule or order in any reasonable manner and to delay or refuse to comply therewith if such contest will not affect the lien of the Trustee on any part of the Pledged Estate nor the conduct and continuous operation of the Trust Property, nor the maintenance of the physical condition of the Trust Property.

Section 8.05. The Foundation covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all income, expenses and transactions of and in relation to the Trust Property in accordance with standard principles of accounting, and that it will furnish to the Trustee and, so long as it shall hold any of the Bonds, to the Government:

- (a) On or before the 1st day of February and August of each year, beginning with the 1st day of February or of August next succeeding the Completion Date, statements certified as correct by the chief fiscal officer of the Foundation showing respectively the gross operating

revenues, the operating expenses and the net operating income of the Trust Property, and the revenues from the Trust Property paid to the Trustee, all during the six month period ending on the next preceding December 31 or June 30, as the case may be, and an analysis of surplus of such period, and a balance sheet covering the Trust Property as at the end of such period.

- (b) On or before the 1st day of March of each year beginning with the 1st day of March next succeeding the Completion Date, a similar statement with respect to the year ending on the next preceding December 31 certified as correct by a certified public accountant satisfactory to the Trustee.
- (c) From time to time such other information concerning the revenues and expenses of the Trust Property as the Trustee or the Government, so long as it shall hold any of the Bonds, may reasonably request.

The Foundation further covenants and agrees that the Trust Property and all books, records, accounts, documents, and vouchers relating to the operation, maintenance and repair thereof, and relating to the construction of the Project, shall at all times be open to inspection of any bondholder and of the Trustee, and to such accountants or other agents of any bondholder or the Trustee as such bondholder or the Trustee (as the case may be) may from time to time designate, but the Trustee need not require any such inspection.

All such statements shall be prepared in accordance with standard accounting practice, in reasonable detail, and in form satisfactory to the Trustee. The statements provided for in (a) and (b) above, when submitted, shall be accompanied by a declaration by the person signing the same to the effect that all employees and officers of the Foundation who collect or hold funds of the Foundation derived from the operation of the Trust Property are bonded; that the Trust Property and every part thereof is in good condition and repair and is insured against the hazards required to be insured against by this Indenture; and that the Trustee has in its possession prepaid insurance policies therefor covering a period at least six months following the date of the statement submitted.

The Foundation, upon the written request of the Trustee (which the Trustee shall be under no obligation to make unless requested so to do in writing by the Government, so long as it holds any of the Bonds, or by the holders of not less than ten per cent (10%) in principal amount of the outstanding Bonds issued hereunder) shall furnish such additional reports and information as it may reasonably require. The Trustee shall, upon request, exhibit to the holder of any Bond the statements received by the Trustee under the provisions of this Section and may supply such holder with any information obtained by it as provided in this Section. The Foundation shall keep such records and publish such statements relating to the Trust Property as may be required by law.

Section 8.06. The Foundation covenants that it will at any and all times do, execute, acknowledge and deliver, and cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, assignments, transfers, and assurances in law as the Trustee or the Government, so long as it holds any of the Bonds, shall reasonably require for the better assuring, conveying, transferring and confirming unto the Trustee all and singular the Pledged Estate, whether acquired before or after the execution and delivery hereof, and that it will cause this Indenture, and any and all additional instruments executed pursuant to the provisions hereof, at all times to be kept recorded or filed as a lien on real estate and personal property in such manner and in such places as may be necessary or required by law in order fully to preserve, continue and protect the security of the Bonds, the superior or lien of this Indenture on the Pledged Estate, and the rights and remedies of the Trustee, and that they will pay any tax legally due upon any recording or filing of the Indenture or upon the issuance of Bonds hereunder and will punctually and fully comply with all requirements of any and every recording tax law or other law affecting the due recording or filing of this Indenture or of any such additional instruments.

Section 8.07. The Foundation covenants and agrees that without the consent

of the holders of at least two-thirds ($\frac{2}{3}$) of the Bonds it will not directly or indirectly extend or assent to the extension of the time of payment of the principal of or interest on the Bonds by funding any such Bond or interest coupon, or by any other contract or arrangement of whatsoever nature, and in case the time for payment of the principal of or interest on the Bonds shall be extended without such consent, such Bonds or interest coupons shall be entitled, in case of any default hereunder, only to the benefit and security of this Indenture and the Pledged Estate as provided for in Section 9.04 hereof.

Section 8.08. The Foundation covenants and agrees that it is duly authorized, under the Trust Agreement and the Laws of the State of Illinois and all other applicable provisions of law, to issue the Bonds and coupons and that the Foundation is thereby duly authorized to execute and deliver this Indenture, and all action on its part respectively necessary or desirable for the issuance of the Bonds and coupons and the execution and delivery of this Indenture has been duly and effectively taken; and the Bonds and coupons in the hands of the respective holders thereof are and shall be valid and enforceable obligations of the Foundation, as trustee as aforesaid, in accordance with the terms thereof and as provided in this Indenture.

Section 8.09. The Foundation covenants and agrees that all leases, contracts, agreements and rights in property which are required by this Indenture to be subjected to the lien hereof are intended so to be, and although acquired by the Foundation after the execution and delivery of this Indenture, immediately upon the acquisition thereof by the Foundation (without any further conveyance or assignment), shall become subject to the lien of this Indenture as fully and completely as though now owned by the Foundation and specifically described in the granting clauses hereof.

Section 8.10. The Foundation covenants and agrees that it, from time to time, shall pay and discharge or cause to be paid and discharged (but only out of moneys available for any such purpose as herein provided) all taxes, assessments and governmental charges which shall be lawfully imposed upon the Foundation in connection with the use, operation, or ownership of the Trust Property, or upon any part thereof, or upon the income and profits thereof, as well as all lawful claims for labor, materials, and supplies, which if unpaid, might by law become a lien or charge thereon or which might impair the security of this Indenture; all so that the priority and security of this Indenture shall be fully preserved; nothing in this Section contained, however, shall require the Foundation to pay any such tax, assessment or charge, or any claim which might be used as the basis of a mechanic's, laborer's or other lien or charge so long as the Foundation in good faith shall contest the validity thereof, unless in the opinion of the Trustee the lien or security of this Indenture might be endangered or impaired by the failure to pay the same.

Section 8.11. If the Foundation shall fail to perform any of the covenants herein contained, the Trustee or, if the Trustee shall not wish to do so, any holder of any of the Bonds may make advances to perform the same on behalf of the Foundation, but shall be under no obligation so to do; and all sums so advanced shall at once be repayable by the Foundation out of any funds available for that purpose as herein provided and shall bear interest until paid at the rate of four per cent (4%) per annum and all sums so advanced with interest thereon shall be secured hereby in priority to the indebtedness evidenced by the Bonds and coupons; but no such advance shall be deemed to relieve the Foundation from any default hereunder. Notwithstanding any provision contained in this Indenture or in the Bonds to the contrary, it is expressly understood and agreed by the Foundation, the Trustee, and the holder of each Bond issued hereunder, that all claims for the payment of any sum or sums of money, arising out of or in connection with this Indenture and stated in this Indenture to be payable and secured hereunder in priority to the indebtedness evidenced by the Bonds or coupons issued hereunder, shall be payable and secured under this Indenture equally and ratably and without distinction or priority of one such prior claim over another.

Section 8.12. The Foundation covenants and agrees that it will not sell, convey, encumber or otherwise dispose of the Trust Property or its leases or

contracts in connection therewith, or any part thereof, and that it will not mortgage, pledge or otherwise encumber the Trust Property or the Pledged Estate or any part of either thereof, and that it will not create, or suffer the creation of, any lien or charge upon the Pledged Estate.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES

Section 9.01. If any one or more of the following events, hereby defined as and hereinafter called "events of default," shall happen, that is to say:

- (a) Default shall be made in the payment of the principal of any Bond issued hereunder when and as the same shall become due and payable by its terms, by call for redemption, by declaration or otherwise; or
- (b) Default shall be made in the payment of any interest on any Bond issued hereunder when and as the same shall become due and payable as therein and herein expressed, and such default shall continue for a period of sixty (60) days; or
- (c) The Foundation shall be enjoined by order of a court of competent jurisdiction from operating and maintaining the Trust Property or any part thereof or from carrying out the covenants and agreements contained in the Bonds issued hereunder, or in this Indenture; or
- (d) The construction of the Project shall be discontinued or unreasonably delayed or the same shall not be carried on with reasonable dispatch, or shall not be completed within the time provided in the Construction Fund Agreement, or the Certificate of Completion mentioned in said Agreement shall not be delivered to the Trustee within thirty (30) days after completion of the Project; or
- (e) A receiver or liquidator of the Trust Property or any part thereof, shall be appointed by an order of a court of competent jurisdiction, and such order shall not have been stayed, on appeal or otherwise, within a period of sixty (60) days, or the Foundation shall consent to the appointment of a receiver or liquidator of the Trust Property or any part thereof; or
- (f) The Trust Property or any part thereof shall be destroyed or damaged to the extent that the operation thereof is unsafe or impracticable, and the Foundation shall fail to commence the reconstruction or repair of such Trust Property or of such damaged or destroyed portion within ninety (90) days or, having commenced, shall abandon or fail diligently to prosecute the same; or
- (g) The Foundation shall sell, mortgage or otherwise dispose of or encumber the Trust Property, the Pledged Estate or any part thereof or make a contract to take such action; or
- (h) The Foundation shall be dissolved or be discontinued, without satisfactory provision being made for a successor trustee under the Medical and Dental College Building Trust, such successor to be satisfactory to the Trustee and to the Government, so long as it holds any of the Bonds; or
- (i) The attached lease between the Foundation and the University shall not be renewed, or shall be terminated, or shall be otherwise discontinued in force, and the Foundation, within sixty days after the termination of the attached lease, shall not have entered into a lease or leases with a responsible lessee or lessees: (1) which shall demise the Project and the Site thereof, or any part or parts thereof, for use exclusively for college, seminary, university or other exclusively public educational purposes, and (2) which shall provide, in the aggregate, for an annual net rental (i.e., the annual rental for the demised premises remaining after payment of all costs of maintenance, repair, and operation of the demised premises, and all taxes and other charges, legally due thereon) not less than \$86,000 (or such lesser aggregate rental as shall be consented to, pursuant to the provisions of Section 5.04 hereof); or

- (j) Default shall be made in the due observance or performance of any other of the covenants, conditions, or obligations in the Bonds issued hereunder or in this Indenture expressed and such default shall have continued for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the foundation by the Trustee, whose duty it shall be to give such notice upon the written request of the holders of not less than ten per cent (10%) in principal amount of the Bonds issued hereunder and then outstanding;

then, and in every such event, the Trustee may in its discretion and, upon the written request of the holders of at least ten per cent (10%) in principal amount of the Bonds issued hereunder and then outstanding, and upon being indemnified to its satisfaction shall, declare the principal of all Bonds then outstanding hereunder (if not then due and payable) to be due and payable immediately, and upon any such declaration the principal of all such Bonds then outstanding shall become and be immediately due and payable, anything in the said Bonds or in this Indenture contained to the contrary notwithstanding.

This provision, however, is subject to the condition that if at any time after the principal of the Bonds shall have been so declared and become due and payable

1. By reason of an event of default enumerated in subparagraph (a) or (b) of this Section, the Foundation shall pay, or shall provide by deposit with the Trustee, a sum sufficient to pay all arrears of interest upon all of the Bonds then outstanding (with interest so far as may be lawful on overdue installments of interest at the rate of 6% per annum) and all arrears of principal of the Bonds then due by their terms and interest accrued on such Bonds since the date of the last interest payment date, and all attorney's fees, Trustee's fees, and all accrued costs of any judicial proceedings instituted by reason of defaults hereunder, and all taxes legally due and not paid in accordance with the provisions hereof (with proper interest thereon if paid by the Trustee or any of the bondholders as herein provided) then, and in every such case, the declaration accelerating the maturity of the Bonds as aforesaid and its consequences shall be rescinded and annulled without affecting any subsequent default or impairing any right consequent thereon; but if the Foundation shall not comply with all of the foregoing conditions, such declaration, so far as may be lawful, shall continue in full force and effect;
2. By reason of any event of default other than, or in addition to, those enumerated in the preceding subparagraph numbered 1, the Foundation shall make good and cure every default (known to the Trustee) in the observance or performance of any covenant, condition, or agreement in the Bonds or in this Indenture contained, and the Foundation also shall pay, or provide by deposit with the Trustee, a sum sufficient to pay all attorney's fees, Trustee's fees, and all accrued costs of any judicial proceedings instituted by reason of defaults hereunder, then and in every such case, the declaration accelerating the maturity of the Bonds as aforesaid, and its consequences, shall be rescinded without affecting any subsequent default or impairing any right consequent thereon; but if the Foundation shall not make good and cure every such default, as aforesaid, such declaration, so far as may be lawful, shall continue in full force and effect;

provided, however, that in case there shall have occurred (either alone or among other events of default) the event of default enumerated in subparagraph (i) Section 9.01 hereof and the Trustee or a receiver or receivers shall have entered into a lease or leases demising all or any part of the Project, the Site thereof or the other Trust Property for purposes other than exclusively college, seminary, university or other exclusively public educational purposes, then and in such event nothing herein contained shall affect the right of the Trustee or a receiver or receivers to continue in possession of the portion of the Trust Property so demised so long as any such lease or leases respectively shall con-

tinue in force (for said purpose of continuing in possession of such demised property, but not otherwise, the event of default enumerated in said subparagraph (1) shall be deemed to exist during the period of such lease or leases), notwithstanding compliance by the Foundation with the conditions hereinabove prescribed in this Section.

Section 9.02. Upon the happening of any event of default specified in Section 9.01 hereof, then, and in every such case, the Trustee, if it deems it advisable, directly or by its agents or attorneys, may enter into and upon all or any part of the Trust Property and may exclude the Foundation and its agents and servants wholly therefrom; and having and holding the same may use, operate, manage and control the Trust Property and conduct the business of the Foundation and exercise all rights and powers of the Foundation with respect thereto, and with respect to the Pledged Estate, either personally or by its superintendents, agents, servants, attorneys, or receivers. Upon every such entry, the Trustee from time to time and at the expense of the Trust Property, may make all necessary or proper purchases, repairs, removals, replacements and useful alterations, additions, betterments, and improvements for the maintenance or restoration of the property whereof it shall become possessed as aforesaid, all as to it may seem advisable.

Upon every such entry, in case the attached lease to the University shall then be in force the Trustee may, and upon the written request of at least ten per cent of the holders of the Bonds shall, give written notice to the University that the Foundation is in default and that the Trustee has elected to take advantage of the assignment to it of said lease. In such event, the Trustee in its own name or in the name of the Foundation may collect and receive all moneys due and becoming due and payable to the Foundation under the attached lease and may enforce and exercise all of the rights and powers of the Foundation under said lease and the Trustee shall have the sole right to take all such action under said lease unless and until the Trustee shall restore the Trust Property to the Foundation as hereinafter provided and shall give written notice to the University that the Foundation itself may resume the collection of moneys and the exercise of its powers under such contract.

Upon every such entry, in case the attached lease to the University shall not then be in force, the Trustee shall have the right and power to lease, use or operate the Project, the Site thereof and the other Trust Property for purposes other than those for which the Foundation itself as trustee under the Medical and Dental College Building Trust may lease, use or operate same; in such event, the Trustee, in its own name, shall have the right and power to lease, use or operate the Project, the Site or any other Trust Property for any purposes whatsoever and not merely for college, seminary, university or other educational purposes.

If the Foundation is in default hereunder the Trustee, upon every such entry, may, and upon the written request of at least 10% of the holders of the Bonds shall, give written notice of such default to any person or persons with whom the Foundation has to the knowledge of the Trustee entered into any leases or contracts demising or otherwise relating to the Trust Property or any part thereof or the operation thereof or the rents, issues, profits or other revenues therefrom, such notice to state that the Foundation is in default and that the Trustee has elected to take advantage of the assignment to it of said leases and contracts. In such event, the Trustee in its own name or in the name of the Foundation may collect and receive all moneys due and becoming due and payable to the Foundation under said leases and contracts and may enforce and exercise all of the rights and powers of the Foundation under said leases and contracts, and the Trustee shall have the sole right to take all such action under said leases and contracts, unless and until the Trustee shall restore the Trust Property to the Foundation as hereinafter provided and shall give written notice to such person or persons with whom said leases and contracts have been made that the Foundation itself may resume the collection of moneys and the exercise of its powers under said leases and contracts.

Upon every such entry, and the giving of written notices as aforesaid in connection with any leases or contracts constituting a part of the Trust Property

or Pledged Estate, the Trustee may exclude the Foundation and its agents and servants from making any collections under such leases or contracts or enforcing or exercising any of the rights and powers of the Foundation with respect to such leases or contracts.

Upon every such entry, the Trustee shall be entitled to collect and receive all rents, issues and profits, income, earnings, charges, premiums and other revenues, and benefits of the Trust Property, the Pledged Estate and every part thereof; and after deducting the expenses of operating the Trust Property and of all maintenance, repairs, renewals, and replacements, and all payments which may be made for taxes, assessments, and insurance and prior or other proper charges upon the Trust Property or any part thereof as well as just and reasonable compensation for the services of all attorneys, counsel, accountants, engineers, managers, employees, and agents by the Trustee properly engaged or employed, the Trustee shall apply the moneys arising as aforesaid as follows:

First: To the payment of the costs and expenses of any action or proceedings taken pursuant to the provisions hereof, including reasonable compensation for the Trustee, its agents, attorneys, and counsel, and to the payment of all expenses and liabilities incurred and advances made by the Trustee or any holder of any of the Bonds, together with interest at the rate of four per cent (4%) per annum on all such advances;

Second:

(a) In case the principal of all the Bonds issued hereunder and then outstanding shall not have become due:

- (1) To the payment of any interest in default in the order of maturity of the installments of such interest, with interest, so far as may be lawful, on the over-due installments of interest at the rate of six per cent (6%) per annum, such payments to be made ratably to the persons entitled thereto without discrimination or preference, except as hereinafter in Section 9.04 provided;
- (2) To the payment of the principal of the Bonds issued hereunder (and premium, if any), the principal of which shall have become due, ratably to the persons entitled thereto without any discrimination or preference, except as hereinafter in Section 9.04 provided; and
- (3) To the payment of the amounts due for the principal of and interest on the Bonds subordinated by reasons of the provisions of Section 9.04 hereof, ratably to the persons entitled to such payments without any discrimination or preference as between principal and interest, or any installment of interest over any other installment, or any Bonds or coupons so subordinated over any others so subordinated;
- (4) To the remedying of any other default then existing hereunder; and
- (5) To the payment of the surplus, if any, into the Revenue Fund; or

(b) In case the principal of all the Bonds issued hereunder and then outstanding shall have become due by declaration or otherwise:

- (1) To the payment of the whole amount then due and unpaid upon the Bonds issued hereunder for principal and interest (and premium, if any), with interest on over-due principal at the rate of four per cent (4%) per annum and, so far as may be lawful, on over-due interest on the Bonds at the rate of six per cent (6%) per annum; or in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then ratably according to the aggregate of such principal and interest, without preference or priority as between principal or interest, or any installment of interest over any other installment thereof except as hereinafter provided in Section 9.04;
- (2) To the payment of the amounts due for the principal of and interest on the Bonds subordinated by reason of the provisions of Section 9.04 hereof, ratably to the persons entitled to such payments

without any discrimination or preference as between principal and interest, or any installment of interest over any other installment, or any Bonds or coupons so subordinated over any others so subordinated; and

- (3) To the payment of the surplus, if any, to the Foundation or to whomsoever may be lawfully entitled to receive the same, or as any court of competent jurisdiction may direct;

provided, however, that in case the principal of all the Bonds issued hereunder and then outstanding shall not then be due and payable hereunder (which event shall include the case where such principal shall have become due by declaration, but such declaration shall have been rescinded and annulled as hereinabove provided), and if payment shall be made in full from moneys arising as aforesaid, or by the Foundation, of whatever shall then be payable hereunder for principal and interest and of whatever shall then be payable hereunder for other purposes, and if the Foundation shall do such other acts and things as the Trustee may deem necessary in order to make good the default or defaults then existing and known to the Trustee, and if the Trustee has credited to the

1. Bond Fund, an amount which, together with moneys already held in the Bond Fund not allocated to some specific purpose, shall equal the amount required for the payment of the principal of and any interest on the Bonds becoming respectively due and payable on the two interest payment dates next succeeding the date of such restoring of the Trust Property,
2. Revenue Fund, the balance of any moneys then on hand derived from the operation of the Trust Property and the Pledged Estate,

the Trustee may, and upon the request of the holders of a majority in principal amount of the Bonds then outstanding shall, restore the Trust Property to the Foundation and permit the Foundation to resume the collection of revenues therefrom and from the Pledged Estate and to exercise its powers under the leases and contracts constituting a part of the Pledged Estate; provided further, however, that in case there shall have occurred (either alone or among other events of default) the event of default enumerated in subparagraph (i) Section 9.01 hereof and the Trustee or a receiver or receivers shall have entered into a lease or leases demising all or any part of the Project, the Site thereof or the other Trust Property for purposes other than exclusively college, seminary, university or other exclusively public educational purposes, then and in such event the Trustee, so long as any such lease or leases respectively shall continue in force, shall not restore to the Foundation possession of so much of the Trust Property as is, and continues to be, demised under such lease or leases respectively (for said purpose of a retention by the Trustee or a receiver or receivers of possession of such demised property, but not otherwise, the event of default enumerated in said subparagraph (i) shall be deemed to exist during the period of such lease or leases), notwithstanding compliance by the Foundation with the conditions hereinabove prescribed in this Section. Any restoration of all or any part of the Trust Property to the Foundation shall not, nor shall any previous entry by the Trustee, or any action of the Trustee hereunder, be construed to exhaust or in any manner impair the powers of entry, or any powers or rights hereby granted to or conferred upon said Trustee upon the happening of subsequent events of default.

Section 9.03. The Foundation covenants and agrees that the Trustee, upon the happening of any event of default and thereafter during the continuance of such event of default, unless the effect thereof shall have been waived as herein provided, shall be entitled, as a matter of right, if it shall so elect, forthwith and without declaring the principal of the Bonds issued hereunder to be due and payable, or after declaring the same to be due and payable, to the appointment of a receiver or receivers (the Foundation hereby irrevocably consents and requests that such receiver be appointed in case of such election by the Trustee) of the Trust Property, the Pledged Estate and all the rents, issues, profits, income, earnings, charges, premiums and other benefits and revenues of the Trust Property, with such powers as the court making such appointment shall confer, which may comprise any or all of the powers which the Trustee is authorized

to exercise by any of the provisions of this Indenture, which right to a receiver or receivers shall be deemed to continue notwithstanding the filing of any bill in equity to enforce the specific performance hereof, or in aid thereof, or the commencement of any other judicial proceeding to enforce any right of the Trustee or of the holders of the Bonds or coupons. In case the attached lease to the University shall not be in force at the time of any such appointment of a receiver or receivers or at any time during the continuance of any such receivership, such receiver or receivers may be authorized by the court to lease, use or operate the Project, the Site thereof and the other Trust Property for purposes other than those for which the Foundation itself as Trustee under the Medical and Dental College Building Trust may lease, use or operate same; such receiver or receivers may thus be authorized by the court to lease, use or operate said property (in the name or names of such receiver or receivers) for any purposes whatsoever and not merely for college, seminary, university or other educational purposes.

Upon the happening of any event of default, then and in every such case, the Trustee, with or without entry, personally or by attorney, may in its discretion proceed to protect and enforce its rights and the rights of the holders of the Bonds at law or in equity by suit, action, mandamus or other proceeding including proceedings for the appointment of a receiver, for the specific performance of any covenant, condition or agreement in this Indenture contained or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy or other appropriate remedy as the Trustee, being advised by its attorneys, shall deem most effectual to protect and enforce any of the rights under this Indenture. Without limiting the generality of the foregoing, the Trustee shall be entitled, pending any such suit or suits, as a matter of right to the appointment of a receiver as aforesaid, and the Foundation irrevocably consents and requests that such receiver be appointed in case of the election by the Trustee to request such appointment.

Section 9.04. No coupon the time for payment of which shall, except with the prior consent of the holders of two-thirds ($\frac{2}{3}$) of the Bonds then outstanding, have been extended in any manner, or which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it appertains (unless accompanied by such Bond) and no Bond the time for payment of which shall, except with the prior consent of the holders of two-thirds ($\frac{2}{3}$) of the Bonds, have been extended in any manner, shall be entitled, in case of the happening of an event of default, to any benefit or security of or from this Indenture, or to any payment out of the Pledged Estate or proceeds received from the operation of the Trust Property, except subject to the prior payment in full of the principal of all of the Bonds and of all coupons not so extended or so transferred or pledged.

Section 9.05. In case any one or more of the events of default shall happen, the Trustee may, and upon the written request of the holders of at least ten per cent (10%) in principal amount of the Bonds then outstanding and upon being indemnified to its satisfaction shall, take all steps needful to protect and enforce its rights and the rights of the holders of the Bonds as the Trustee, being advised by its counsel, shall deem most expedient in the interest of the holders of the Bonds.

The holders of not less than a majority in principal amount of the Bonds then outstanding hereunder shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken hereunder whether for the appointment of a receiver, the enforcement of any right or remedy hereunder or otherwise; provided that such direction shall not be otherwise than in accordance with the provisions of law or of this Indenture, and provided that the Trustee shall be indemnified to its satisfaction; and the Trustee shall be fully protected in acting upon and in accordance with any instrument or instruments in writing so executed by the holders of not less than a majority in principal amount of the Bonds at the time outstanding.

Section 9.06. In case any event of default of either class specified in paragraphs (a) and (b) of Section 9.01 hereof shall happen, then, and in any such

case, upon written demand of the Trustee, the Foundation, out of any funds available to it for that purpose as herein provided, shall, pay to the Trustee for the benefit of the holders of the Bonds and coupons then outstanding the whole amount which then shall have become due and payable on all such Bonds and coupons then outstanding for interest or principal or both, as the case may be, with interest at the rate of four per cent (4%) per annum on over-due principal and, so far as may be lawful, on over-due interest on the Bonds at the rate of six per cent (6%) per annum, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee's attorneys and counsel and any expenses or liabilities incurred or advances made by the Trustee or any holder of any of the Bonds hereunder.

Section 9.07. In case the Foundation shall fail forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute such actions or proceedings, at law or in equity, as may be advised by its attorneys, for the collection of the sums so due and unpaid and may prosecute any such action or proceeding to judgment or final decree and may enforce any such judgment or final decree against the Foundation, as trustee under the Medical and Dental College Building Trust, and may collect, out of the revenues of the Trust Property and the Pledged Estate, the moneys adjudged or decreed to be payable, all in the manner provided by law.

The Trustee shall be entitled to recover judgment or to secure a final decree as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture by the appointment of a receiver or otherwise or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture. The Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all of the Bonds then outstanding for the benefit of the holders thereof and shall be entitled to recover judgment or to secure a final decree for such amounts, with interest.

No recovery of any judgment or securing of any decree by the Trustee shall affect, in any manner or to any extent, the lien of this Indenture upon the Pledged Estate or any part thereof, or any lien, rights, powers, or remedies of the Trustee hereunder, or any lien, rights, powers, or remedies of the holders of the Bonds, but such lien, rights, powers, and remedies of the Trustee and of the holders of the Bonds shall continue unimpaired as before. No provision contained in this Section or elsewhere in this Indenture shall be deemed to create or permit the creation of a personal obligation of the Foundation, nor shall the Foundation be held obligated under this Indenture to pay any sums out of its general or personal funds, but only out of moneys available for any such purpose as herein provided.

Any moneys collected by the Trustee pursuant to this Section shall be applied by the Trustee in the same manner as that provided by Section 9.02 hereof.

Section 9.08. All rights of action under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons and without the production thereof at any trial or other proceeding relative thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the holders of the Bonds outstanding hereunder and the coupons thereto appertaining (subject, however, to the provisions of Section 9.04 hereof).

Section 9.09. The Trustee, upon the written request of the holders of a majority in principal amount of the Bonds at the time outstanding hereunder, shall waive any default hereunder and its consequences, except a default in the payment of the principal of any Bond at the date of maturity specified therein; provided, however, that a default in the payment of interest on the Bonds shall not be waived unless, prior to such waiver, all arrears of interest with interest thereon, so far as may be lawful, at the rate of six per cent (6%) per annum, and all expenses of the Trustee, shall have been paid (or shall have been pro-

vided for by deposit with the Trustee of a sum sufficient to pay the same); with respect to the provisions therein respectively for the rescission of a declaration accelerating the maturity of the Bonds and for the restoration of possession to the Foundation upon the conditions therein prescribed. In case of any such waiver or in case any proceeding taken on account of any default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case, the Foundation, the Trustee and the holders of the Bonds shall be restored to their former positions and rights hereunder, respectively. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. In order to promote and protect the equal and ratable rights of every holder of any of the Bonds issued hereunder and to avoid multiplicity of suits, it is expressly covenanted and agreed, and all the Bonds issued hereunder are subject to the condition, that no holder of any Bond shall be entitled either at law or in equity to institute any suit, action, mandamus or other proceeding to enforce any rights or remedies granted by this Indenture unless and until such holder shall have previously given to the Trustee written notice of a default hereunder and of the continuance thereof as hereinbefore provided, and also unless and until the holders of at least ten per cent (10%) in principal amount of the Bonds then outstanding shall have made written request upon the Trustee, and shall have afforded it a reasonable opportunity to institute such action, suit or proceeding in its own name, and also unless the Trustee shall have been offered security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and unless the Trustee for sixty days after receipt of such notification, request and offer of indemnity shall have neglected or refused to institute any such action, suit or proceeding. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution and enforcement by any bondholder or bondholders of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of any remedy hereunder; it being understood and intended and being expressly covenanted by the taker and holder of every Bond and coupon issued hereunder and the Trustee that (subject to the provisions of Section 9.04 hereof) no one or more holders of Bonds and coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the rights of the holders of any other of the Bonds and coupons, or in any manner or way to obtain or seek to obtain priority over or preference to any such holders, or to enforce any right hereunder except in the manner herein provided and for the equal, ratable and common benefit of all holders of the Bonds and coupons.

Section 9.11. No remedy herein conferred upon or reserved to the Trustee or to the holders of the Bonds or coupons is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 9.12. No delay or omission of the Trustee or of any holder of the Bonds or coupons to exercise any right or power accruing upon any default, occurring and continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto; and every power and remedy given by this Indenture to the Trustee or to the holders of the Bonds or coupons may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the holders of the Bonds or coupons.

Section 9.13. To the extent that the Foundation may lawfully do so, the Foundation covenants that it shall not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any moratorium, stay or extension law whatever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Indenture; and the Foundation hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Trustee but to suffer and per-

mit the execution of every power as though no such law or laws had been made or enacted.

Section 9.14. Any notice required or permitted to be given by the Trustee to the Foundation under the provisions of this Indenture shall be sufficiently given if it shall have been mailed, postage prepaid, addressed to the Foundation, 725 S. Wright St., City of Champaign, Illinois, or at such other address as the Foundation shall have in writing given to the Trustee.

Section 9.15. All payments to be made hereunder by the Trustee upon Bonds and interest coupons shall be made upon the presentation of the Bonds or interest coupons respectively for notation thereon of the payment if partially paid, or for the surrender and cancellation thereof if fully paid.

Section 9.16. If and as soon as

- (a) the Foundation or the Trustee shall have determined to redeem all or any Bonds outstanding hereunder, and proper notice of redemption shall have been published or shall be in course of publication, or shall have been mailed if all of the Bonds are registered, and funds sufficient and available to accomplish such redemption and to pay all charges and expenses of the Trustee shall be on deposit with the Trustee, or
- (b) There shall have been deposited with the Trustee, or accumulated by it as a result of the operation of the Trust Property and the Pledged Estate by the Trustee or a receiver or otherwise, an amount sufficient and available to pay the principal amount of and accrued interest (and premium, if any) on all Bonds outstanding hereunder when the same shall become due, whether by their terms, by call for redemption, or by declaration, and an amount sufficient to pay all charges and expenses of the Trustee,

then and in every such case the moneys deposited with or held by the Trustee, shall without further act be deemed forthwith to be set aside and reserved for the benefit of the holders of Bonds and coupons called for redemption, as mentioned in subparagraph (a) above, or for the benefit of the holders of all Bonds and coupons then outstanding hereunder, as mentioned in subparagraph (b), as the case may be. Sums so reserved in the hands of the Trustee shall constitute a special trust fund and shall, after deduction of all charges and expenses of the Trustee, be paid out to the holder or holders of the Bonds and coupons for which such reservations shall have been made.

ARTICLE X

PROTECTION OF SECURITY BY TRUSTEE OR HOLDERS OF BONDS

Section 10.01. The Trustee is hereby authorized, but not required, whenever and as often as it may become necessary or advisable to do so by reason of the failure of the Foundation to observe or perform any covenant, condition or agreement on the part of the Foundation in this Indenture contained, to pay any indebtedness due and to cure any default of the Foundation hereunder including, but without limiting the generality of the foregoing, the procurement or renewal of any policy of insurance, the collection of insurance moneys, the placing of the Trust Property in proper condition and repair, the discharge of taxes, assessments or other charges levied, imposed or assessed upon the Trust Property, or any part thereof, the redemption of the Trust Property, or any part thereof from any tax sale or forfeiture, or the purchase of any tax title thereon existing, the removal of any mechanics' lien or other lien or encumbrance thereon existing, the carrying on of the prosecution or defense of any suit affecting the security for the Bonds hereunder, and the advance or expenditure of the necessary moneys for any of such purposes, including the payment of reasonable fees and disbursements for attorneys, court costs, stenographers' charges, and any and all costs necessary or incident to the preparation for trial or trials of any suit or suits.

Any moneys advanced or expended by the Trustee pursuant to any and all provisions of this Indenture, with interest on each item from the date of such

advance or expenditures at the rate of four per cent (4%) per annum, shall be an additional special obligation secured by this Indenture and shall be a lien and charge on the Pledged Estate in addition to and prior and paramount to the lien of the Bonds and shall be payable by the Foundation (out of any funds available for that purpose as in this Indenture provided) to the Trustee on demand. The Foundation agrees on demand to execute a note or certificate in proper form payable, out of any funds available for that purpose as in this Indenture provided, to the order of the Trustee or bearer, evidencing any and all sums so advanced or expended by the Trustee, and any and all instruments so executed shall be in all respects secured by this Indenture. The Trustee shall not be obligated to inquire into the validity of any tax title or tax assessment or charge or tax sale or into the validity of any lien or other claim in advancing moneys for the payment thereof as authorized in this Section.

Section 10.02. Whenever the Trustee shall have received a written notice from the holders of not less than a majority in principal amount of Bonds issued hereunder and at the time outstanding requesting it to take any action authorized by the preceding Section and shall have failed to take such action within thirty days after the receipt of such notice, then the holders making such request are hereby authorized to take any such action and, in such event, shall have the benefit of all the provisions of such preceding Section.

Section 10.03. Any action taken by the Trustee or by such bondholders under the provisions of the two preceding Sections shall be without prejudice to, and not exclusive of, any other rights hereunder by reason of the default of the Foundation which shall give rise to such action, and the provisions hereof shall not be construed as obligatory or as requiring any affirmative action on the part of the Trustee or such bondholders.

ARTICLE XI

CONEERNING THE TRUSTEE

Section 11.01. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions:

- (a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it by or through attorneys, agents, or receivers, and shall be entitled to advice of attorneys concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys, agents, and receivers as may reasonably be employed in connection with the trusts hereof, and all such outlays and expenditures shall be repaid to the Trustee out of the revenue of the Trust Property.
- (b) The Trustee shall be entitled to be reimbursed out of the revenue of the Trust Property for all proper outlays of every sort and nature by it made or incurred in the acceptance or discharge of its duties hereunder with interest, and to receive reasonable and proper compensation for any and all duties that it may at any time perform hereunder, and for all damages sustained or incurred by the Trustee by reason or on account of any negligence of any attorney or agent selected and retained with reasonable care in the performance or attempted performance of any of its duties hereunder.
- (c) Except for its certificate of authentication upon the Bonds issued hereunder, the Trustee shall not be responsible for any recitals herein or in said Bonds (which recitals shall be deemed to be made solely by the Foundation), or for the validity of the Bonds or the coupons appurtenant thereto, or for insuring any property, or for the sufficiency of the security for the Bonds issued under or intended to be secured hereby, or for the value or title of the Trust Property or any of the Pledged Estate but the Trustee shall have the right (but not the duty) to require of the Foundation full information and advice as to the condition of the Trust Property and the Pledged Estate.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder or of any of the proceeds of such Bonds paid out conformably herewith. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.
- (e) The Trustee shall be protected in acting upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed, sent or delivered by the person or persons by whom such paper or document purports to have been signed, sent or delivered, and the Trustee shall not be bound to recognize any person as a holder of any Bond or to take any action at his request until the title thereto shall be established to its reasonable satisfaction.
- (f) The Trustee shall be under no responsibility to make any investigation or analysis of any statement or information which may be certified to the Trustee in the manner provided by this Indenture.
- (g) Except as otherwise expressly provided herein, the Trustee shall not be compelled to do any act hereunder, or to take any action toward the execution or enforcement of the trusts hereby created or to institute, appear in, or to defend any suit in respect to the Bonds or the Indenture unless requested so to do in writing by the specified number of bondholders as herein provided and unless indemnified from time to time to its satisfaction against any loss, cost, liability, and expense connected therewith.
- (h) Except as otherwise expressly provided in this Indenture, the Trustee may in relation to this Indenture act upon the opinion or advice of any attorney, valuator, surveyor, engineer, accountant or firm of accountants, or other expert, as to matters within the respective fields in which they are experts, whether retained or selected by the Trustee, the Government, or the Foundation, and shall not be responsible for any loss resulting from any action or nonaction in accordance with any such opinion or advice.
- (i) The Trustee shall not be liable for any mistake of judgment or other mistake of itself or its agents or employees, but shall be liable only for its wilful or fraudulent misconduct.
- (j) The Trustee shall not be required to take notice, or be deemed to have notice of any default hereunder, unless the Trustee shall be specifically notified in writing of such default by the holders of one or more of the Bonds hereby secured and then outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the office of the Trustee.
- (k) The Trustee shall not be personally liable for any debts contracted by it, or for damages to persons or to personal property injured or damaged, or for salaries, or for nonfulfillment of contract, during any period in which the Trustee may be in the possession of or managing the Trust Property or the Pledged Estate as in this Indenture provided.
- (l) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right (but not the duty) fully to inspect any and all of the Trust Property and the Pledged Estate, including all records, books, papers, and contracts of the Foundation and to take such memoranda from and in regard thereto as may be desired.
- (m) The Trustee shall not be required, except as otherwise in this Indenture provided, to give any bond or surety with respect to the execution of the trusts and power conferred hereby, or otherwise with respect to the premises.
- (n) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, with respect to the withdrawal of any cash, or to the taking of any action by it whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or affidavits or evi-

dence thereof (in addition to that by the terms hereof required as a condition of such action) by the Trustee deemed desirable for the purpose of establishing the right of the Foundation to the withdrawal of any cash, or the right or propriety of any other action requested to be taken by the Trustee.

- (o) The Trustee may and shall authenticate and deliver the Bonds in accordance with the provisions hereof notwithstanding that this Indenture may not have been filed, registered or recorded at the time of such authentication or delivery.
- (p) The Trustee shall permit the holder of any Bonds to inspect any statement, instrument, opinion, or certificate filed with the Trustee by the Foundation or by any person, firm or corporation acting for the Foundation.

Section 11.02. The Trustee shall have a first lien upon the Pledged Estate and any and all revenues therefrom for reasonable compensation, expenses, advances, and attorneys' fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense of defending against any liability in the premises of any character whatsoever.

Section 11.03. The Trustee, or any successor Trustee hereafter appointed, may resign and be discharged from the trust created by this Indenture by delivering to the Foundation notice in writing of such resignation, specifying a date when such resignation shall take effect, and by mailing a copy of such notice to each registered owner of Bonds at his address as the same appears on the Bond Register not less than thirty (30) nor more than sixty (60) days prior to the date so specified. Such resignation shall take effect on the day specified in such notice to the Foundation unless previously a successor Trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 11.04. Any such Trustee may be removed, subject to its right to compensation hereunder, by an instrument or instruments in writing, signed by the holders of not less than a majority in principal amount of the Bonds and recorded in the office of the Recorder of Deeds of Cook County, Illinois. A duplicate original of such instrument shall be delivered to the Foundation or mailed to the Foundation by registered mail.

In the event that the Trustee shall fail, neglect or refuse to perform any of its duties hereunder, upon the written request of the holders of not less than ten per cent (10%) in principal amount of the Bonds, the Trustee may, subject to its right to compensation hereunder, be removed by the Foundation by an instrument in writing signed by the Foundation and recorded in the office of the Recorder of Deeds of Cook County, Illinois. The Foundation hereby covenants to act in accordance with any such written requests of the bondholders.

Section 11.05. In case at any time said Trustee, or any successor in trust hereafter appointed, shall resign or be removed, or shall refuse to act, or shall be or become legally or otherwise unable or incapacitated to act hereunder when and while its services shall be required under any provisions hereof, then a successor to the Trustee, or any such successor in trust, may be appointed by the Foundation by an instrument in writing, a duplicate original of which instrument shall be recorded in the office of said Recorder of Deeds of Cook County, Illinois. Any successor Trustee appointed by the Foundation, pursuant to the provisions of this Section, shall act as Trustee hereunder unless and until a successor Trustee shall be appointed by the holders of a majority in principal amount of the Bonds, in accordance with the provisions hereinafter in this Section set forth. At any time within one year from and after the date of the appointment of a successor Trustee by the Foundation, the holders of a majority in principal amount of the Bonds may appoint a successor Trustee by an instrument or instruments signed by such bondholders and recorded in the office of said Recorder within such one year period. Upon the recording and filing of an instrument or instruments signed by the holders of a majority in principal amount of the Bonds as aforesaid, the successor Trustee theretofore appointed

by the Foundation shall thereupon, and without further act on the part of any person, cease to act as Trustee hereunder and the successor Trustee so appointed by the holders of a majority in principal amount of the Bonds, shall succeed as Trustee hereunder. Such new Trustee shall always be some competent trust company, or bank with trust powers, having a paid-up capital and surplus aggregating at least \$500,000, if there be such a trust company or bank willing and able to execute the trust upon reasonable or customary terms.

Section 11.06. The recital by any successor in trust in any instrument executed by it, in its official capacity as aforesaid, of the sickness, death, resignation, refusal to act, removal, disqualification or other inability or incapacity to act of the original Trustee or any successor in trust, shall be sufficient evidence thereof when recorded in the office of the Recorder of Deeds of said Cook County, Illinois.

Section 11.07. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Foundation, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of the Foundation, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all contracts, securities and moneys held by it to its successor, provided, however, that before any such delivery is required or made, all fees, advances and expenses of the retiring or removed Trustee shall be paid in full. Should any conveyance, assignment or instrument in writing from the Foundation be required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such conveyances, assignments and instruments in writing shall, on request, be executed, acknowledged and delivered by the Foundation. The resignation of any Trustee, and the instrument or instruments removing any Trustee and appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article, shall, at the expense of the Pledged Estate, be forthwith filed in the office of the Recorder of Deeds of Cook County, Illinois.

Section 11.08. Any corporation into which the Trustee, or any successor to it in the trusts created by this Indenture, may be merged or converted or with which it, or any successor to it, may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee, or any such successor to it, shall be a party, shall be the successor Trustee under this Indenture without the execution or filing of any paper or other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 11.09. So long as the Government shall be the registered owner of any Bonds or shall notify the Trustee that it is an owner of any Bonds, the Trustee agrees to furnish to it at Washington, D. C., on or before the 1st day of February in each year beginning with the 1st day of February next succeeding the Completion Date, a statement certified by it showing:

- (1) The moneys received by the Trustee from the Foundation during the preceding year ending on the preceding December 31;
- (2) The disbursements, during said period, of the Trustee from the moneys received by it from the Foundation during said preceding year; and
- (3) The balance of moneys then held by or to the credit of the Trustee hereunder.

The Trustee further agrees that it will at any time upon written request furnish a copy of such last prior statement to any holder of any of the Bonds.

ARTICLE XII

CANCELLATION

Section 12.01. If and when the Bonds secured hereby shall have become due and payable in accordance with their terms or through redemption proceedings

as provided in this Indenture or otherwise, the Foundation shall well and truly pay or cause to be paid the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds and coupons then outstanding or shall provide for the payment thereof by depositing in trust with the Trustee the entire amount so due and payable thereon for principal and interest and premium, if any, and shall also pay or cause to be paid all other sums payable hereunder by the Foundation; then and in that case the Trustee, on demand of the Foundation, shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Foundation; otherwise this Indenture shall be, continue and remain in full force and effect.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.01. Unless an event of default as defined in Section 9.01 hereof shall have occurred and be continuing, the Foundation shall be suffered and permitted to retain actual possession and control of the Trust Property and the Pledged Estate (except that an original counterpart of the attached lease and of any other leases or contracts entered into by the Foundation demising or otherwise relating to the Trust Property, the operation thereof or the revenues therefrom, shall be and remain on file with the Trustee) and, subject to the provisions of this Indenture, to manage, operate, control and use the same and every part thereof, with the rights and privileges thereunto appertaining.

Section 13.02. Any notice, request, direction or other instrument provided in this Indenture to be signed or executed by bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. As a condition to acting thereupon the Trustee may, but shall not be required to, demand proof of the execution of any such instrument and of the fact that any person claiming to be the holder of any Bond is such holder and may further require the actual deposit of such Bond with the Trustee. Proof of the execution of any such notice, direction or other instrument, or of the writing appointing such agent, or of the holding or ownership of any such Bond, if made in any manner hereinafter set forth, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee and the Foundation with regard to any action taken by it upon such request or other instrument, namely:

- (a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer of any jurisdiction who by law has power to take acknowledgments of deeds (within the jurisdiction in which such acknowledgment is taken) that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness of such execution.
- (b) The fact of the holding of any Bond or coupon transferable by delivery and the number thereof and the date of holding the same may be proved either by producing and exhibiting said Bond or coupon to the Trustee or by a statement executed by any trust company, bank, banker, or other depository wherever situated, if such statement shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such trust company, bank, banker or other depository the Bond or coupon described in such statement; provided, however, that the Government may make such proof by means of a written statement signed in its name by any official or agent of the Government.
- (c) The ownership of registered Bonds shall be proved by the Bond Register herein provided for.

Any action taken or permitted by the Trustee at the request or with the consent or acquiescence of any person who is at the time the holder of any Bond or coupon shall be conclusive and binding upon all future holders thereof or of any Bond or coupon which may be issued in exchange therefor.

Section 13.03. All of the covenants, stipulations, promises, undertakings, and agreements herein contained, by or on behalf of the Foundation shall bind and relate to its successors and assigns, whether so expressed or not, including particularly any person or entity acquiring all or any part of the Trust Property or Pledged Estate.

Section 13.04. The unenforceability for any reason of any one or more phrases, sentences, clauses, or paragraphs hereof shall not affect the remaining portions of this Indenture or any part thereof, all of which are hereby declared to be separable and in the event that one or more of the phrases, sentences, clauses, or paragraphs contained herein should be unenforceable, this instrument shall be construed as if such unenforceable phrase or phrases, sentence or sentences, clause or clauses, and paragraph or paragraphs had not been inserted.

Section 13.05. Except as otherwise expressly provided in this Indenture, nothing herein or in the Bonds or coupons issued hereunder is intended or shall be construed to give any person other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect to this Indenture or under any provision herein contained, this Indenture being for the sole and exclusive benefit of the parties hereto and the holders of the Bonds and coupons hereby secured. This Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.06. Except for moneys held in the Revenue Fund and except as herein otherwise provided, the Foundation shall not have any right or interest in any moneys from time to time held by or to the credit of the Trustee hereunder, but all such moneys shall be and hereby are assigned, transferred, and set over unto the Trustee in trust for the holders of all of the Bonds and coupons issued hereunder, except such of said moneys as are required hereby to be held for or applied to other purposes.

Section 13.07. Whenever any sums are payable to or by the Foundation, the Trustee, the holder of any Bond or coupon, or any other party mentioned herein, pursuant to the terms of this Indenture or of the Bonds and coupons, and no place of payment is specifically mentioned, such sums are hereby agreed to be payable at the office of the Trustee.

Section 13.08. This Indenture and the Bonds and coupons issued hereunder are and shall always be construed to be contracts made under and pursuant to the laws of the State of Illinois in force at the time of the date hereof, and all the terms, covenants, conditions, and provisions hereof and thereof shall be construed according to such laws; provided, however, that any constitutional or statutory provision enacted after the date of this Indenture which makes enforceable any provision of this Indenture and the Bonds or the coupons issued hereunder which would not otherwise be enforceable, shall be deemed to apply to this Indenture and to the Bonds and coupons.

Section 13.09. Nothing herein contained shall be construed as making or constituting the Bonds or interest thereon or any of the covenants, stipulations, obligations or agreements of the Foundation hereunder:

- (a) A personal obligation of the Foundation or any beneficiary under the Medical and Dental College Building Trust.
- (b) A debt, obligation or liability of any kind whatsoever (either within the meaning of any constitutional or statutory restriction or limitation or otherwise) of the University or the State of Illinois, and neither the University nor the State of Illinois shall be in any way legally or morally liable or obligated for the payment of the Bonds or the interest thereon or any part thereof or for the performance of any of the covenants, stipulations, obligations or agreements of the Foundation hereunder.
- (c) Payable out of any funds other than the revenues of the Trust Property from whatever sources derived (except that interest accruing during the period of the construction of the Project may be paid out of the proceeds of the sale of the Bonds) and the special fund herein-

above described into which said revenues are hereby and in the Bonds required to be paid.

Nothing herein contained shall be construed as conferring upon the Trustee or any holder or holders of any Bonds or interest coupons appertaining thereto, the remedy by foreclosure, execution or otherwise, of causing the Site or the Project to be sold and the title of the Foundation to the Site or the Project to be divested or forfeited.

Section 13.10. The Foundation and the Trustee may, from time to time and at any time, enter into such indentures or agreements supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental indentures or agreements shall thereafter form a part hereof) but only when approved in writing by the Government, so long as it shall be the holder of any Bonds, for the following purposes:

- (a) To cure an ambiguity, formal defect or omission in this Indenture or any supplemental indenture;
- (b) To convey, pledge, assign and transfer unto the Trustee any leases or contracts hereafter entered into by the Foundation demising or otherwise relating to the Trust Property or any part thereof, the operation thereof or the revenues therefrom; and
- (c) To grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the bondholders or the Trustee.

Section 13.11. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF the University of Illinois Foundation, as trustee under the Trust Agreement dated April 7, 1936, known as the Medical and Dental College Building Trust, and not personally, hereinabove called the Foundation, has caused this Indenture to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and The First National Bank of Chicago, hereinabove called the Trustee, to evidence its acceptance of the trust hereby created, has caused this Indenture to be executed in its corporate name and behalf by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries, all on the day and year first above written.

UNIVERSITY OF ILLINOIS
FOUNDATION

not personally but as trustee under said
Trust Agreement dated April 7, 1936,
known as the Medical and Dental Col-
lege Building Trust

ATTEST:

GLENN M. HOBBS

Secretary

[SEAL]

By K. J. T. EKBLAW
President

THE FIRST NATIONAL BANK
OF CHICAGO

ATTEST:

L. C. ROCHETTO

Assistant Secretary

[SEAL]

By O. A. BESTEL
Vice-President

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Ann K. Richtmyer, a Notary Public in and for the County of Cook, in the State of Illinois aforesaid, do hereby certify that K. J. T. Ekblaw, President of the University of Illinois Foundation, a non-profit corporation in the State of Illinois, and Glenn M. Hobbs, Secretary of the University of Illinois Foundation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the University of Illinois Foundation as trustee under the Trust Agreement, dated April 7, 1936, known as the Medical and Dental College Building Trust, for the uses and purposes therein set forth and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of the corporation aforesaid to said instrument as his own free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes in such instrument set forth.

Given under my hand and notarial seal this 30th day of July, 1936.

ANN K. RICHTMYER
Notary Public

My commission expires October 18, 1936.

(Notarial Seal)

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Dean C. Houk, a Notary Public in and for the County of Cook in the State of Illinois aforesaid, do hereby certify that O. A. Bestel, Vice-President of The First National Bank of Chicago, a corporation duly organized and existing as a national banking association under the Laws of the United States of America, and L. R. Rochetto, Assistant Secretary of The First National Bank of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of The First National Bank of Chicago, for the uses and purposes therein set forth, and the said L. R. Rochetto, Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of the corporation aforesaid to said instrument as his free and voluntary act and as the free and voluntary act of the said corporation for the uses and purposes in such instrument set forth.

Given under my hand and notarial seal this 31st day of July, 1936.

DEAN C. HOUK
Notary Public

My commission expires January 25, 1939.

(Notarial Seal)

EXHIBIT I

LEASE

UNIVERSITY OF ILLINOIS FOUNDATION

as Trustee under the Medical and Dental College Building Trust

to

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

THIS INDENTURE OF LEASE made this first day of July, 1936, by and between the

UNIVERSITY OF ILLINOIS FOUNDATION, a duly organized and existing private non-profit corporation in the State of Illinois, not individually but as trustee under that certain Trust Agreement dated the 7th day of April, 1936, and known as the Medical and Dental College Building Trust,

party of the first part, hereinafter referred to as the "Lessor," and

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a duly organized and existing public corporation in the State of Illinois,

party of the second part, hereinafter referred to as the "Lessee,"

WITNESSETH:

That the Lessor, in consideration of the rents and other payments reserved, and of the agreements, conditions, covenants and terms hereof on the part of the Lessee to be kept and performed, has demised and leased and hereby demises and leases to the Lessee, and the Lessee hereby takes and hires from the Lessor, the following described real estate (hereinafter called the "demised premises") situated in the City of Chicago, Cook County, Illinois, to-wit:

That part of Lot 3 in Subdivision (by Codwise and others) of the West half of the Southeast quarter of Section 18, Township 39 North, Range 14 East of the 3rd Principal Meridian (except 1 chain and 37 links along the west side) described as follows:—Beginning at the southwest corner of S. Wood Street and W. Polk Street, and running thence west along the south line of said W. Polk Street a distance of 193.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 152 feet; thence east parallel to the south line of said W. Polk Street a distance of 85.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 18.60 feet; thence east parallel to the south line of said W. Polk Street a distance of 108 feet to the west line of said S. Wood Street; and thence north along the west line of said S. Wood Street a distance of 170.60 feet to the point of beginning,

together with that certain partially constructed Medical and Dental College Building thereon, and all and singular the hereditaments and appurtenances thereunto belonging, and the structures and improvements thereon erected or hereafter erected, which said real estate and Medical and Dental College Building upon completion may be used and occupied by the Lessee exclusively for college, seminary, university or other exclusively public educational purposes, and for no other purpose whatsoever.

TO HAVE AND TO HOLD the demised premises with their appurtenances unto the Lessee for the term of one year commencing 12:00 o'clock noon on January 1, 1937 and ending at 12:00 o'clock noon on January 1, 1938. The Lessee shall have the option of renewing this lease (in the manner hereinafter provided) for an additional yearly term commencing at 12:00 o'clock noon on January 1, 1938 and ending at 12:00 o'clock noon on January 1, 1939. In each year to and including the year 1954, the Lessee shall also have the option of renewing this lease (in the manner hereinafter provided) for an additional yearly term, each term to commence respectively, at 12:00 o'clock noon on January 1 and to end at 12:00 o'clock noon on January 1 of the next succeeding year, the last yearly term for which the Lessee may renew this lease to end at 12:00

o'clock noon on January 1, 1956; provided, however, that in the event that the Lessee shall give written notice to the Lessor on or before July 1 during any yearly term of its intention not to renew this lease for any succeeding year, this lease shall expire at the end of said yearly term and the Lessee's option to renew this lease for any year thereafter shall cease and determine.

In the event that the Lessee shall fail to give written notice to the Lessor on or before July 1, 1937 of its intention not to renew this lease for the aforesaid yearly term ending January 1, 1939, then (without any action whatsoever on the part of the Lessor or the Lessee) this lease shall be deemed renewed for the aforesaid yearly term ending January 1, 1939. In the event that during any year when this lease shall be in force the Lessee shall fail to give written notice to the Lessor on or before July 1 of its intention not to renew this lease for the succeeding year, then (without any action whatsoever on the part of the Lessor or the Lessee) this lease shall be deemed renewed for a yearly term as aforesaid commencing on the January 1 next succeeding said July 1.

If one or more of the following events (herein called "events of default") shall happen, that is to say, in case:

(1) Default shall be made in the payment of any installment of Rent (including any additional Rent herein provided for) when payable; or

(2) Default shall be made in the payment of any sum payable by the Lessee under Article Third hereof and such default shall continue for thirty days (30) after written notice from the Lessor to the Lessee to pay such sum; or

(3) Default shall be made by the Lessee in the prompt observance or performance of any other covenant, condition or agreement hereof on the part of the Lessee to be kept and performed and such default shall continue for thirty (30) days after written notice of such default to the Lessee from the Lessor;

then, and in any such event, the Lessor shall have, and it hereby reserves to itself, its successors and assigns (including the Trustee, as hereinafter provided), in addition to all other rights and remedies herein expressed or which are, or hereafter may be, conferred upon it by law,

(a) The right to terminate this lease and any unexpired term hereof and all right, title and interest of the Lessee hereunder by service (in the manner hereinafter provided) upon the Lessee of a written notice of not less than thirty days of its intention to terminate this lease on a date to be specified in said notice, unless the said Rent or other sum or sums shall, in the meantime, be paid and such defaults cured. In the event of the service of such notice, as herein provided, this lease, and the unexpired term hereof, and all other rights of the Lessee hereunder, shall cease and come to an end on the date specified in said notice, unless, in the meantime, the Rent or other sum or sums so in default (with interest from the date when, by the terms of this lease, the same shall have become due and payable or other default made good) shall have been fully paid to the Lessor, and all other defaults hereunder shall have been cured. The Lessee in the event of such termination of the lease shall then immediately quit and surrender to the Lessor the demised premises (including all buildings, structures, improvements and fixtures erected thereon) and the Lessor may enter upon the demised premises and each and every part thereof, by itself, its agents or attorneys, or through any person or persons it shall designate for such purpose (and the Lessee does hereby expressly authorize such person or persons so to enter upon the demised premises) and the Lessor may have, hold and enjoy the demised premises as of its first and former estate and interest therein, the Lessee hereby waiving any and all right to recover or gain possession of the demised premises or to reinstate or redeem this lease notwithstanding any laws or decisions now or hereafter in force and effect.

(b) The right to enter upon the demised premises, and each and every part thereof, by itself, its agents or attorneys, or through any person or persons it shall designate for such purpose (and the Lessee does hereby expressly authorize such person or persons so to enter upon the demised

premises), without terminating this lease and to hold, operate and manage the same, and from time to time to make all needful repairs, and such alterations, additions, extensions and betterments as the Lessor or such other person or persons shall deem wise, and to receive the rents, income, issues and profits thereof, and out of the same to pay all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Lessor, its agents or attorneys, or to such other person or persons, and any taxes and assessments and other charges which may be deemed wise to pay and all expenses of such repairs, alterations, additions, extensions and betterments, and to apply the remainder of the moneys so received to the payment of Rent or performance of any obligations of the Lessee hereunder, with interest at six per cent (6%) per annum upon any sums in arrears, and including expressly (but without limitation) any installments of Rent or other amounts becoming due during the time when the Lessor, or such other person or persons, shall be upon, or operating, the demised premises; and the Lessee covenants that it will, upon demand, forthwith permit the Lessor, its agents and attorneys, or such person or persons as the Lessor shall designate, to enter and hold the demised premises as aforesaid. Upon payment in full of the entire amount of Rent theretofore become due, and setting aside an amount equal to the Rent to become due on the next succeeding six Rental Installment Dates, and payment of all other sums payable under this Lease, and curing of all other defaults hereunder, the Lessor, or such other person or persons, shall relinquish possession of the demised premises to the Lessee, and the balance of any moneys then on hand derived from the operation of the demised premises shall be applied by the Lessor, its successors and assigns, to the final installments of Rent to become due hereunder, and the Lessee shall be entitled to resume absolute possession, and to manage and operate, the demised premises, the same right of entry, however, to exist upon any subsequent default.

(c) The right, either in connection with, or irrespective of any action or proceedings for the enforcement hereof, or of the performance of any of the obligations of the Lessee hereunder, to the appointment of a receiver of the demised premises, and each and every part thereof, and of the rents, issues and profits thereof, with power to operate said property and with all the usual powers and duties of receivers in similar cases, with full power upon the order of such court and on behalf of the Lessee to rent the demised premises, or any part thereof, for any term approved by the court, and out of the moneys received by such receiver to pay all proper costs and expenses of taking, holding and managing the demised premises, including reasonable compensation to such receiver, its agents and counsel, and any taxes and assessments and other charges which the receiver may deem wise to pay, and repairs, alterations, additions, extensions and betterments, and to pay and apply the remainder of the moneys in the same manner as the moneys collected by the Lessor or the other person or persons specified in subdivision (b) are therein directed to be paid or applied.

(d) The right by mandamus, suit, action or proceeding in law or in equity to enforce the payment by the Lessee (but solely from the Special Fund hereinafter described) of any Rent or other sums due hereunder or to compel the performance by the Lessee of any covenants, conditions, or agreements hereof on the part of the Lessee to be kept and performed.

(e) The right by suit, action or proceeding in equity to enjoin any actions or things which may be in violation of any of the rights of the Lessor or the Trustee hereunder.

(f) The right by suit, action or proceeding in any court of competent jurisdiction to require the Lessee and the officers thereof to account (as if it and they were the trustees of an express trust) for all moneys in the Special Fund and for the receipts and collections which are hereby required to be paid into the Special Fund.

Provided, however, that any such entry upon or taking possession or operation of the demised premises by the Lessor (its agents or attorneys or through any person or persons it shall designate for such purpose) pursuant to subdivision (b) hereof, or any appointment of a receiver pursuant to subdivision (c) hereof, shall be deemed pursuant to license from, and as agent of, the Lessee, and shall not be deemed to affect this lease or the leasehold estate of the Lessee hereunder or to be a disturbance of the quiet enjoyment by the Lessee of the demised premises or inconsistent with such quiet enjoyment, but shall be deemed in all respects solely for the benefit of the Lessee and in furtherance of its rights under this lease, and to assist it in the performance of its obligations hereunder, and shall not in any way affect the obligation of the Lessee to pay the Rent and other sums payable by the Lessee hereunder or to carry out the terms hereof.

Provided, further, that the termination of this lease and any re-entry upon the demised premises or any portion thereof by the Lessee pursuant to subdivision (a) hereof shall not in any way affect the obligation of the Lessee to pay the Rent and other sums payable by the Lessee hereunder to the end of the yearly term during which the lease was so terminated and also to the end of the next succeeding yearly term hereof if the Lessee failed (within the time hereinabove required) to give the aforesaid notice of intention not to renew this lease, said obligation of the Lessee to make said payments shall continue as fully and to the same extent as if this lease had not been terminated and such re-entry had not been made.

In the event of a re-entry by the Lessor (by itself, its agents or attorneys or through any person or persons it shall designate for such purpose) pursuant to subdivision (a) or (b) hereof or in the event of the appointment of a receiver pursuant to subdivision (c) hereof, the Lessee shall be credited on account of the sums which shall continue to be payable by it hereunder with the net amounts (after deduction of any and all expenses in connection therewith) realized from any re-letting of the premises or any part thereof, but without obligating the Lessor or said receiver so to re-let the premises. Any re-letting may be by the Lessor or receiver for its own account or as agent of the Lessee, as the Lessor or receiver shall prefer, and the Lessee hereby confirms all such action by the Lessor or receiver.

It is expressly covenanted that the Lessor (by itself, its agents or attorneys or through any person or persons it shall designate for such purpose) may enter upon and take possession of the demised premises pursuant to subdivision (a) or (b) hereof, without demand or notice (other than that hereinabove provided) and with or without process of law, and may expel and remove the Lessee and every other person or persons occupying the demised premises, using such force as may be necessary, the Lessee hereby expressly waiving all right to any demand by the Lessor for possession of the demised premises and all right to any notice from the Lessor other than that hereinabove provided.

The foregoing provisions shall not be deemed to limit the right of the Lessor, its successors and assigns, to compel, by such remedies as may be provided by law, the Lessee to perform all its covenants and obligations hereunder, immediately upon default therein, irrespective of whether the same shall constitute an event of default, as herein defined.

It is expressly covenanted that the rights and remedies given to the Lessor and its successors and assigns (including the Trustee) in this lease are distinct, separate and cumulative rights and remedies, and that no one of them, whether or not exercised by the Lessor, shall be deemed to be in exclusion of any of the others, and that the Lessor may pursue any of said rights or remedies whether separately or concurrently.

The Lessee further covenants and agrees as follows (all of the following agreements, conditions, covenants and terms, being hereby agreed to be material to, and of the essence of, the execution and the continuance in force of this lease), it being expressly stipulated between the Lessor and the Lessee, however, that the obligations of the Lessee under this Lease with respect to the payment or expenditure of money, including expressly the Rent herein reserved and

the other payments to be made to the Lessor hereunder, shall be solely payable and collectible from the "Special Fund" and the receipts and collections required to be paid therein, and that neither the Lessor nor its successors or assigns (including the Trustee) shall have the right to demand the payment of the Rent or the discharge of the other obligations of the Lessee hereunder out of any funds other than said Special Fund, but that such limitation shall not affect the right of the Lessor, its successors or assigns (including the Trustee) to exercise its or their several remedies in case of default by the Lessee in the performance of any of its covenants or obligations hereunder (irrespective of whether or not the aforesaid Special Fund or the receipts and collections required to be paid therein shall be adequate to meet such covenants or obligations):

FIRST: Whenever the following terms or any of them are used in this Indenture of Lease, the same, unless the context shall indicate another or different meaning or intent, shall be construed, are used, and are intended to have meanings as follows:

(a) "Medical and Dental College Building"—the building which is being constructed and will be completed upon the above described real estate in the City of Chicago, Illinois.

(b) "Medical and Dental College Building Trust"—the trust created by the Trust Agreement dated April 7, 1936, between The Board of Trustees of the University of Illinois, the University of Illinois Foundation, and the United States of America.

(c) "Special Fund"—The Medical and Dental College Building Fund into which the Lessee shall deposit all receipts and collections which it is authorized by Senate Bill No. 542, approved July 11, 1935, to retain in its own treasury for the performance of any contracts or undertakings with the United States in connection with any grant, advance, loan or contract for the erection of a building or buildings under House Joint Resolution 117.

(d) "Trust Indenture"—the Trust Indenture of even date herewith from the Lessor to The First National Bank of Chicago as Trustee, which Trust Indenture secures the Bonds of the Lessor in the principal amount of not to exceed \$1,091,000.

(e) "Bonds"—bonds of the Lessor in the aggregate principal amount of not to exceed \$1,091,000 which have been or shall be issued under and secured by the Trust Indenture, the proceeds of said bonds to be used to aid in financing the construction of the Medical and Dental College Building.

(f) "Trustee"—The First National Bank of Chicago as Trustee under the Trust Indenture.

(g) "Rental Installment Dates"—the dates upon which the monthly installments of the \$86,000 annual rent (exclusive of the additional rent herein provided for) shall be payable as hereinafter provided.

SECOND: The Lessee in consideration of the leasing to it of the demised premises by the Lessor hereby covenants and agrees to pay, solely from the Special Fund, to the Lessor as rent (hereinafter called "Rent") for said demised premises, the sum of \$86,000 per annum (plus the additional Rent hereinafter provided for) for each and every year during which this lease shall continue in force, which Rent shall be payable at said annual rate in monthly installments on or before the first day of each and every month, commencing on January 1, in each year while this lease continues in force, the first eight monthly payments in each yearly term to be in the amount of \$7200 and the last four monthly payments in each yearly term to be in the amount of \$7100.

The Rent hereunder shall be paid by the Lessee to The First National Bank of Chicago, at its office in Chicago, Illinois, for deposit in the special account of the Lessor called "Revenue Fund," which fund is provided for in the Trust Indenture of even date herewith from the Lessor to said Bank as Trustee. Said Rent shall be payable in any coin or currency which, upon the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The Lessee shall, and will, on each Rental Installment Date during the life of this lease, well and truly pay, or cause to be paid to the Lessor, its successors and assigns, the Rent herein reserved (including any additional Rent herein

provided for) at the place and in the manner herein specified, without delay, and without set-off or counterclaim or other diminution whatsoever, and the Lessee hereby expressly waives all rights of, and covenants with the Lessor, its successors and assigns that it will not at any time plead or set up or otherwise assert or claim any right of set-off or counterclaim or other diminution which it may, or might otherwise, at any time have, in respect of such Rent.

THIRD: The Lessee will, at its own proper cost and expense:

(1) Pay to whoever may be entitled thereto, within thirty days after the same shall become payable, all costs of maintenance, operation and repair of the demised premises or the improvements or fixtures thereon, including (but without limitation) insurance, taxes, recording fees, assessments, water rents and charges, extraordinary as well as ordinary, of every kind and nature whatsoever, and including the cost of all repairs to and changes in or additions to the demised premises or the improvements or fixtures thereon, whether such repairs, changes or additions be structural or otherwise, as same shall become due or payable during the life of this lease; and

(2) Pay to the Lessor from time to time, upon demand, all sums advanced by the Lessor for the purpose of performing any obligations of the Lessee hereunder, including without limiting the generality of the foregoing, the procual or renewal of any policy of insurance, the payment of costs of maintenance, operation and repair of the demised premises or the improvements or fixtures thereon, the discharge of taxes, assessments, water rents and charges, or any other charges levied, imposed or assessed upon the demised premises or any part thereof, or the removal of any mechanic's or other liens or encumbrances (other than the Trust Indenture and the Bonds secured thereby) upon the demised premises or any part thereof;

(3) Fully and promptly perform all obligations, covenants and conditions herein provided to be kept and performed by the Lessee;

it being the intention of the parties hereto that the Rent of \$86,000 annually which is herein reserved shall be received and enjoyed by the Lessor as a net sum, and that the Lessee shall pay any and all charges against or which might diminish said sums in such manner that all of said Rent (without diminution thereof for any reason whatsoever) may be received and enjoyed by the Lessor and applied by it to the payment of the principal and interest on, and the purchase or redemption of, the Bonds and (after said Bonds, the interest coupons appertaining thereto, and all sums payable under the Indenture have been paid) to the other purposes of the Medical and Dental College Building Trust.

FOURTH: The Lessee has entered into a contract or undertaking with the United States of America in connection with a grant, advance and contract for the erection of a building or buildings under House Joint Resolution 117, said contract or undertaking being the Trust Agreement, dated April 7, 1936, between the Lessee, the Lessor and the United States of America, creating the Medical and Dental College Building Trust. Under the terms of said Trust Agreement, the Lessee has agreed with the United States of America that if it leases the Medical and Dental College Building at any time, it will pledge and use for the payment of its rentals or the performance of its obligations under such lease, its own receipts and collections which it is authorized by Senate Bill No. 542, approved July 11, 1935, to retain in its own treasury for the performance of any contract or undertaking with the United States in connection with any grant, advance, loan or contract for the erection of a building or buildings under said House Joint Resolution 117.

Pursuant to said contract and undertaking with the United States of America, the Lessee hereby covenants and agrees that the receipts and collections which the Lessee is authorized by said Senate Bill No. 542 to retain in its own treasury for the performance of certain contracts or undertakings with the United States shall be paid forthwith into a Special Fund in its treasury designated the "Medical and Dental College Building Fund" (herein called the "Special Fund"). The Lessee hereby irrevocably pledges said Special Fund for

the payment of Rent, additional Rent, and any other sums payable hereunder as same become due and for the performance of its other obligations hereunder. Such pledge shall constitute a first lien and charge upon said Special Fund and upon the receipts and collections of the Lessee which it is required to pay into said Special Fund. The moneys in the Special Fund shall be used solely for the purpose of paying the Rent, additional Rent and other sums payable hereunder as same become due and for the performance of its obligations hereunder; provided, however, that the Lessee may withdraw and use for other lawful purposes, any of said receipts and collections in excess of the sum of \$86,000 for any yearly period ending December 31, but only to the extent that said excess receipts and collections are not needed during said yearly period for the payment of Rent, additional Rent and other sums payable hereunder and for the performance of its obligations hereunder.

FIFTH: In the event that the Lessee shall make default in the performance of any of the agreements, conditions, covenants, or terms herein contained, the Lessor may immediately, or at any time thereafter (but without any obligation on its part so to do), perform the same for the account of the Lessee, and any amount paid, or expense or liability incurred, by the Lessor, in the performance of the same, shall be payable (but solely from the Special Fund) forthwith by the Lessee and the same may, at the option of the Lessor, be deemed to be additional rental hereunder and be added to any Rent then due or thereafter falling due hereunder; and the Lessor shall have all the rights and remedies herein provided, or as may be granted by law, in respect of said sums as if the same were herein specifically reserved as rent for the demised premises; and the Lessor shall have the further right to enter the demised premises for the purpose of correcting or remedying any such default and to remain therein until the same shall have been corrected or remedied, all at the expense of the Lessee. No payment of any sum or other performance of any agreement, condition, covenant or term by the Lessor shall (except to the extent otherwise expressly provided in this lease) waive any default of the Lessee or the right of the Lessor to take such action as may be permissible hereunder by reason of such default of the Lessee.

SIXTH: If the said Lessee shall fail to pay any of the monthly installments on the Rent or to pay any other sums payable hereunder, or if the Lessor shall fail to collect any of the monthly installments on the Rent or to collect any other sums payable hereunder, at or within the time prescribed for said payment, such failure to pay or to collect shall not be, and shall not be construed to be, a waiver of the right of the Lessor to demand payment of or to collect said Rent or Rents or other sums, due or past due, at any time during the life of this lease, or a waiver of the right to enter the demised premises, or a waiver of any other rights or remedies of the Lessor hereunder.

SEVENTH: The Lessee covenants that it will, at the Lessee's sole cost and expense, repair and keep in good and substantial repair, the demised premises and all present and subsequently erected buildings, structures, improvements and fixtures erected thereon, both outside and inside, including (but without limitation) all walks, walls, roofs, floors, vaults, sidewalks, water and sewage systems, windows and other glass, plumbing, gas and electric fixtures and connections, pipes, wires, conduits and all boilers, machinery, fixtures and appurtenances, in, on, or connected with the demised premises; that the Lessee shall replace and renew with like kind and quality, any of the said things, in, on, or about, the said demised premises, that may be too worn to be repaired; and that the Lessee shall make all repairs, changes and additions to the demised premises, and the buildings, structures, improvements and fixtures thereon (whether such repairs, changes or additions be structural or otherwise) that may be necessary to the end that, at all times, the said buildings, structures, improvements and fixtures shall be in good order, condition and repair.

Throughout the life of this lease, the Lessee shall, at its own expense, promptly observe and comply with all applicable laws, orders, regulations, rules, ordinances and requirements of Federal, State, County, City, or other competent government, and of each of them, and of any and all of its, or their departments, bureaus, or officials.

EIGHTH: The Lessee shall have the right to erect new buildings, structures, improvements and fixtures upon the demised premises subject, however, to the prior written approval of the Lessor, any such buildings, structures, improvements and fixtures to become the property of the Lessor (subject, however, to the rights of the Lessee hereunder).

The Lessee covenants that no building, structure, improvement or fixture now or at any time hereafter erected upon the demised premises, or any part thereof, shall be altered or changed in any material manner, without the prior written consent of the Lessor.

NINTH: The Lessee will not suffer or permit to attach, nor will it do any act or make any contract that may create or be the foundation for any mechanic's or other lien for work, labor, services or materials, or otherwise, on the demised premises or any portion thereof, or on any buildings or improvements erected or to be erected on the demised premises, or any portion thereof; and whenever and as often, if ever, as any such lien or liens shall be filed or shall attach, the Lessee will, within 15 days thereafter, procure the cancellation thereof by paying the same or by giving security therefor or in such other manner as may be prescribed by law.

In no event shall the Lessee be authorized or permitted hereunder to contract for any buildings, structures, improvements or fixtures on the demised premises which might in any way entitle any person to a mechanic's or other lien against the reversionary or other interest of the Lessor in the demised premises or any portion thereof. Every contractor, sub-contractor or other person contracting with the Lessee for any such buildings, structures, improvements or fixtures on the demised premises (notwithstanding the fact that the Lessor has consented to such buildings, structures, improvements or fixtures) shall be deemed to have full knowledge that the Lessee lacks power to cause the reversionary or other interest of the Lessor in the demised premises to be subjected to a mechanic's or other lien.

The Lessee further agrees that whenever it shall enter into any contract for the alteration or repair of, or for making any additions to or improvements on, the demised premises or the improvements or fixtures thereon, or for the furnishing of any materials or labor to be used in connection therewith at an expense which shall in the aggregate exceed \$2,500.00 under any one contract, it will insert in said contract a recital in substance of the foregoing paragraph and a provision whereby the person or persons with whom such contract is made, for himself, itself or themselves and for all sub-contractors, expressly waive the right to file any mechanic's lien or other lien against the Lessor or against its reversionary or other interest in the demised premises or any portion thereof.

TENTH: The Lessee shall not assign this lease, or sublet the whole or any part of the demised premises for the whole or any part of said term, or place any tenant upon said demised premises, without the prior written consent of the Lessor and the Trustee. Any consent to any assignment or sublease shall apply only to the assignment or sublease expressly consented to and shall not constitute any waiver of the right of the Lessor and the Trustee to insist upon the securing of such prior written consent to any further or other assignment or sublease, whether by the Lessee, or any assignee or sublessee.

ELEVENTH: The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages or causes of action arising, during the life of this lease, for any personal injury, loss of life or damage to property or other reason whatsoever, in connection with this lease or the demised premises, or the buildings, structures, improvements or fixtures thereon or the appurtenances thereto or upon the adjacent streets or roads, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action, or proceeding, brought thereon, and from and against any orders, judgments, or decrees, which may be entered therein and against any and all costs, expenses, claims or obligations (for whatever cause) which would or might diminish the net return herein provided to be paid to the Lessor.

TWELFTH: The Lessee shall permit the Lessor or its agents to enter the demised premises, at all reasonable hours, for the purpose of inspecting the same, or of making repairs that the Lessee may neglect or refuse to make, in accordance with agreements, conditions, covenants and terms hereof.

THIRTEENTH: All the buildings, structures, improvements and fixtures now standing upon the demised premises, are the sole and absolute property of the Lessor, or shall be deemed such, and any building or buildings, structures, improvements, or fixtures that may be hereafter erected or placed on the demised premises or any part thereof, whether by the Lessor or the Lessee, during the life of this lease, shall be and immediately become the sole and absolute property of the Lessor for all purposes.

FOURTEENTH: The Lessee covenants that it will not at any time question the title of the Lessor to the demised premises, and that it will at all times execute, or cause to be executed, by any persons having or claiming any interest in the demised premises or the buildings, structures, improvements, fixtures or other property thereon, such deeds, instruments of conveyance or assignment and other documents as may be necessary to convey or confirm to the Lessor hereunder all of the demised premises and such buildings, structures, improvements, fixtures and other property.

FIFTEENTH: No receipt of moneys by the Lessor from the Lessee, after the termination of this lease in any lawful manner, shall reinstate, continue or extend the life of this lease or affect any notice theretofore given to the Lessee, or operate as a waiver of the rights of the Lessor to enforce the payment of any Rent or additional Rent or Rents then due or thereafter falling due, or operate as a waiver of the right of the Lessor to enforce the payment of any Rent or additional Rent or Rents then due or thereafter falling due, or operate as a waiver of the right of the Lessor to recover possession of the demised premises by proper suit, action, proceeding, or remedy; it being agreed that, after the service of notice to terminate this lease, or the commencement of suit, action or summary proceedings, or any other remedy, or after final order or judgment for the possession of the said demised premises, the Lessor may demand, receive and collect any moneys due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action, order or judgment; and any and all such moneys collected shall be deemed to be payments on account of the use and occupation of the said demised premises or, at the election of the Lessor, on account of the Lessee's liability hereunder.

The failure of the Lessor to enforce any agreement, condition, covenant or term, by reason of its breach by the Lessee after notice had, shall not be deemed to void or affect the right of the Lessor to enforce the same or any other agreement, condition, covenant or term on the occasion of a subsequent default or breach.

SIXTEENTH: The Lessor, the Lessee and the Trustee have entered into a Construction Fund Agreement dated as of April 7, 1936 which requires that there be deposited with the Trustee in certain Construction Funds all the proceeds of the Bonds issued by the Lessor and all of the proceeds of the Grant received by the Lessee from the United States of America. The moneys in said Construction Funds are to be used and disbursed in the manner and for the purposes provided in said Construction Fund Agreement including (among other things) the construction and completion of the Medical and Dental College Building. The Lessee hereby certifies that it has examined and is fully familiar with the plans, drawings, specifications and construction contracts relating to the construction of the Medical and Dental College Building, and hereby ratifies and approves said plans, drawings, specifications and construction contracts. The Lessee enters into this lease and accepts the demise of the aforesaid premises with the Medical and Dental College Building thereon in its present state of partial construction, without any representations, statements or warranties, express or implied, in respect of the time or manner of completion of said Medical and Dental College Building or the use or occupation that may be made thereof.

The Lessor and the Lessee have estimated that the date of completion of the Medical and Dental College Building will be January 1, 1937, and have stipulated and agreed that the term of this lease shall commence on said date. In the event that said Building or any part thereof shall not be completed by January 1, 1937, or shall not be constructed in the manner provided in said plans, drawings, specifications and construction contracts, the Rent, additional Rent and other sums payable by the Lessee hereunder and all other obligations of the Lessee hereunder shall in no event be abated on account of any such delay in completion or any such manner of construction, and all obligations of the Lessee hereunder, including the obligation to pay the Rent herein reserved, shall commence and continue without abatement or set-off.

The Lessee hereby covenants and agrees that, upon the completion of the Medical and Dental College Building, it will accept same and the structures, improvements and fixtures on the demised premises in their condition and state of repair on said date, without any representations, statements or warranties, express or implied, in respect thereof, or in respect of their condition, or the use or occupation that may be made thereof, and the Lessor shall in no event be liable for any latent or other defects therein, whether structural or otherwise, or for any damage caused thereby.

SEVENTEENTH: Throughout the life of this lease, the Lessee, at its own expense:

(1) Shall keep all buildings, structures, improvements and fixtures in or appurtenant to, the demised premises and the improvements thereon insured for the benefit of the Lessor, against loss or damage from such hazards as the Lessor shall request, including (without limitation) fire, lightning, explosion, cyclone, tornado, and windstorm, to the full amount of the insurable value thereof, and

(2) Shall provide and keep in force, for the benefit of the Lessor, general liability insurance protecting the Lessor against any and all liability occasioned by accident, or disaster, in the amount of \$20,000 in respect of any one accident or disaster, and in the amount of \$10,000 in respect of injuries to any one person in any one accident or disaster.

All said policies shall be in form and with insurers satisfactory to the Lessor and shall be made payable to the Lessor, the Trustee and the Lessee as their respective interests may appear. Whenever, in this lease, policies of insurance are to be provided for the benefit of the Lessor, the same shall be assigned, delivered or made payable to and shall secure the Lessor and the Trustee as their respective interests appear.

Twenty days prior to the expiration of any policy or policies of such insurance, the Lessee shall pay the premiums for renewal insurance, delivering to the Trustee, within said period of time, the original policies and duplicate receipts, evidencing the payment thereof, and if such premiums or any of them, shall not be paid, and the policy or policies shall not be so delivered, then the Lessor may procure or pay for the same, and any amounts so paid by the Lessor, with interest thereon at the rate of six per cent (6%) per annum from the time of payment, shall become due and payable forthwith by the Lessee, and the same may, at the option of the Lessor, be deemed to be additional Rent hereunder and be added to any Rent then due or thereafter falling due hereunder, and the Lessor shall have all the rights and remedies herein provided, or as may be granted by law, in respect of said sums as if the same were herein specifically reserved as rent for the demised premises; it being expressly covenanted, however, that any such payments by the Lessor hereunder shall not be deemed to waive or release the default in the payment thereof by the Lessee, or the right of the Lessor to take such action as may be permissible hereunder by reason of such default.

The Lessee shall not violate, or permit to be violated, any of the conditions of any of said insurance policies; and the Lessee shall so perform and satisfy the requirements of the companies writing such policies that, at all times, companies of good standing, satisfactory to the Lessor, shall be willing to write and continue such insurance.

EIGHTEENTH: In the event that the demised premises shall be damaged by fire, lightning, explosion, cyclone, tornado, windstorm or other casualty and the proceeds of the insurance policies thereon:

(a) Shall be insufficient (together with available moneys in the Special Fund) to repair or replace said property damaged or destroyed, but the proceeds of such insurance policies (together with other available moneys held by the Trustee under the Trust Indenture) shall be sufficient to pay the principal of and accrued interest on all outstanding bonds to maturity, or to redeem said Bonds, all such insurance moneys shall be paid to the Lessor which will in turn pay same to the Trustee for the purpose of paying the principal and interest on the Bonds to maturity or of redeeming the Bonds; in such event this lease shall cease and determine and neither of the parties hereto shall be under any obligation to the other for the period after such damage or destruction;

(b) Shall be insufficient (together with the available moneys in the Special Fund) to repair or replace said property damaged or destroyed, and the proceeds of such insurance policies (together with other available moneys held by the Trustee under the Trust Indenture) also shall be insufficient to pay the principal and interest on the Bonds to maturity, or to redeem said Bonds, all such insurance moneys, together with necessary available moneys in the Special Fund, shall be applied to the repair or reconstruction of the damaged or destroyed property to the extent that the available insurance moneys will permit;

(c) Shall be sufficient (together with available moneys in the Special Fund) to repair or replace said property damaged or destroyed, all such insurance moneys, together with necessary available moneys in the Special Fund, shall be applied to the repair or reconstruction of the damaged or destroyed property;

provided, however, that upon the occurrence of the events set forth in subdivisions (b) or (c) of this Article, or either of them, the Rent, additional Rent and all obligations of the Lessee hereunder shall in no event be abated on account of such damage or destruction or any untenability caused thereby, and all obligations of the Lessee hereunder, including the obligation to pay the rentals herein reserved, shall continue without abatement or set-off, and, notwithstanding any law now in force or hereafter enacted, upon the occurrence of the events set forth in said subdivision (b) or (c) of this Article, or either of them, this lease shall not terminate or be affected in any manner by reason of the damage to, or the total or substantial destruction of, the buildings, structures, improvements or fixtures now erected, or any that may hereafter be erected upon the demised premises, or by reason of the untenability of the demised premises or any part thereof.

NINETEENTH: In the event of the occurrence of the events set forth in subdivision (b) or (c) of the preceding Article hereof, or either of them, the Lessee shall commence, within thirty days from the date of the aforesaid damage or destruction, and shall diligently prosecute the repair or reconstruction of the damaged or destroyed property, and shall pay or cause to be paid, out of the proceeds of such insurance and out of any available moneys in the Special Fund, all costs or expenses in connection therewith so that the same shall be completed and the demised premises be free and clear of all mechanic's and other liens and plans except the Trust Indenture and the Bonds secured thereby.

The plans and specifications for any repair, replacement or rebuilding shall be submitted in advance to, and be subject to the prior written approval of, the Lessor and Trustee; it being agreed, however, that if, in the course of the said work, any mechanic's or other lien, or order for the payment of money, shall be filed against the demised premises, or any part thereof or the improvements or fixtures thereon or against the Lessor or the Lessee or any contractor of the Lessee, or if the Lessee shall be in default in the performance of any of the terms or covenants of the lease, the Lessor and Trustee shall not be obliged to make any payment of said insurance moneys until and unless the said mechanic's

or other lien, or order, shall have been fully cancelled or discharged of record by payment or otherwise or until such default shall have been cured, as the case may be.

If the work of repairing, replacing or rebuilding said damaged or destroyed building, structure or improvement shall not have been commenced within the period of thirty days as herein provided, the Lessor shall have the right: (a) to repair, replace or rebuild the damaged or destroyed property, or cause the same to be done, and to apply to the cost thereof the proceeds of the insurance policies together with other moneys available therefor; or (b) to terminate this lease, and the term hereby granted, by giving the Lessee not less than thirty days' written notice of such intention.

Before commencing said repairs, replacement or rebuilding, the Lessee shall, at its own expense, deliver to the Lessor a general accident or public liability policy, including a policy for workmen's compensation, in the name and for the benefit of the Lessor, such policy or policies to be in form and with insurers satisfactory to the Lessor, in the amount of \$20,000 in respect of any one accident or disaster and in the amount of \$10,000 in respect of injuries to any one person in any one accident or disaster.

At least ten days before the commencement of such repairs, replacement or rebuilding, the Lessee shall notify the Lessor of its intention to commence the same and the Lessee shall pay to the Lessor, upon demand, the amount of any increase in premiums on insurance policies, covering the building, structure, improvement or fixtures on account of any endorsement to be made upon said policies governing the risk during the course of such repairs, replacement or rebuilding.

TWENTIETH: The Lessee shall keep, in accordance with standard principles of accounting, proper books of record and accounts separate from all other books kept by it, in which full, true and correct entries will be made of all receipts and collections which the Lessee is hereby required to pay into the Special Fund, the amounts paid into the Special Fund and the expenditures made from the Special Fund. On or before the first day of December of each year beginning with the first day of December 1937, said Lessee shall furnish to the Lessor and to the Trustee a statement certified as correct by the comptroller of the Lessee showing respectively the total amount of said receipts and collections during the twelve month period ending on the next preceding October 1, the amount thereof paid into the Special Fund, the expenditures made from said Special Fund and the balance thereof remaining in the Special Fund, all as of the next preceding October 1.

The Lessor and the Trustee and each of them shall have the right at all reasonable times to inspect the records, accounts and data of the Lessee relating to the Special Fund and to the aforesaid receipts and collections which the Lessee is hereby required to pay into said Special Fund.

TWENTY-FIRST: The agreements, conditions, covenants and terms herein contained shall in every case apply to, be binding upon and inure to the benefit of the respective parties hereto and of their successors and assigns with the same force and effect as specifically mentioned in each instance where the Lessor or Lessee is named; provided, however, that no assignment by the Lessee, in violation of the provisions of this lease, shall vest in any such assignee any right or title in or to the leasehold estate hereby created or other right under this lease.

TWENTY-SECOND: The Lessee shall and will, on the expiration of this lease or upon the termination hereof, surrender to the Lessor the demised premises and all buildings, structures, improvements and fixtures thereon together with all alterations, renewals, and replacements thereof in as good order, condition and state of repair as of the date of erection or installation, as the case may be, ordinary wear and tear excepted.

TWENTY-THIRD: The Lessor, simultaneously with the execution and delivery hereof, has executed and delivered a Trust Indenture of even date herewith to The First National Bank of Chicago, as Trustee, which Trust Indenture secures the Bonds of the Lessor in the aggregate principal amount of not to

exceed \$1,091,000. Under the terms of said Trust Indenture, the Lessor (among other things) has assigned to said Trustee its interest in this lease and in the rents, issues and profits from the demised premises. The parties hereto agree that the execution and delivery of said Trust Indenture and the conveyance, assignment and pledge thereby of the Lessor's interest in this lease and in the rents, issues and profits from the demised premises shall not be deemed to be in derogation of any of the rights of the Lessee hereunder.

The Lessee covenants that it will at all times execute such deeds and other instruments as the Trustee may require (and as may be within the power of the Lessee to execute) in order to confirm to the Trustee the conveyance, assignment and pledge of the Lessor's interest in this lease and in the rents, issues and profits from the demised premises and in order also to confirm the agreement of the Lessee to be bound to the Trustee in respect of this lease to the same extent to which it is bound to the Lessor hereunder.

The undersigned Lessee hereby consents to the assignment of the within lease by the Lessor to The First National Bank of Chicago as security for said Bonds, all as provided in the Trust Indenture to which the Lessee consents as fully and completely as if said Trust Indenture were herein fully set forth. In the event that said Trustee shall give written notice to the Lessee that the Lessor is in default in the due performance of any of its agreements, covenants, conditions or obligations under said Bonds or Trust Indenture and that the Trustee has elected to take advantage of the assignment to it of the Lessor's interest in this lease or in the rents, issues and profits of the demised premises, then, the Trustee, without its forfeiting or obtaining title to the demised premises through foreclosure proceedings or otherwise and without resorting to any other process of law:

(a) Shall be paid by the Lessee all Rent and other moneys payable hereunder to the Lessor, which are then due or thereafter become due hereunder;

(b) Shall have the sole right, in its own name or in the name of the Lessor, to enforce this lease and to exercise all of the rights, remedies and powers of the Lessor with respect hereto; and

(c) Shall have the benefit of all the agreements, conditions, covenants and terms herein contained with the same force and effect as if it were specifically mentioned in each instance where the Lessor is named;

such rights of the Trustee to receive payments of Rent and other moneys due hereunder and to enforce this lease and exercise the rights, remedies and powers of the Lessor hereunder shall continue until the Trustee shall give written notice to the Lessee that the Lessor itself may resume the collection of Rent and other moneys payable hereunder and the exercise of its rights, remedies and powers hereunder. Upon receipt of any of the aforesaid notices from the Trustee, the Lessee shall be protected in acting thereon in accordance with the provisions hereof and shall be under no duty to inquire into the causes or justifications for any such notice.

It is expressly understood and agreed that nothing herein contained shall be construed, as creating any liability on The First National Bank of Chicago, personally to perform any covenant herein contained, all such liability, being expressly waived by the Lessee and by every person now and hereafter claiming under it. So far as The First National Bank of Chicago and its successors personally are concerned, the Lessee and every person now hereafter claiming under it shall look solely to The First National Bank of Chicago in its capacity as Trustee under the Trust Indenture.

TWENTY-FOURTH: Anything herein contained to the contrary notwithstanding, it is expressly agreed:

(a) That the Rent, additional Rent and all other obligations of the Lessee under this lease with respect to the payment or expenditure of money shall be payable and collectible solely from the Special Fund and the receipts and collections hereby required to be paid therein, and that neither the Lessor nor its successors or assigns (including the Trustee) shall have the right to demand the payment of Rent or the discharge of the other

obligations of the Lessee hereunder out of any funds other than said Special Fund and the receipts and collections hereby required to be paid therein; and

(b) That nothing herein contained shall be construed as in any way limiting the right of the Lessee to terminate this lease at the end of any yearly term by giving written notice to the Lessor on or before July 1 during said yearly term of its intention not to renew this lease for the succeeding year; and

(c) That nothing in this lease is intended, or shall be construed so as, to constitute this lease or any obligation of the Lessee hereunder, a debt, liability or obligation of the Lessee or the State of Illinois within the meaning of any constitutional restriction or limitation.

TWENTY-FIFTH: Any notice to or demand upon the Lessee shall be conclusively deemed to have been sufficiently given if delivered at the principal office of the Lessee in the City of Urbana, Illinois, or deposited in the United States mails in a sealed, postage prepaid envelope, or delivered with charges prepaid to any operating telegraph company for transmission, in either of said last two cases, addressed to The Board of Trustees of the University of Illinois, Urbana, Illinois, or such other address as the Lessee shall subsequently specify in writing to the Lessor for such purpose.

All papers required to be delivered to the Lessor shall, unless otherwise specified herein or subsequently specified in writing to the Lessee, be delivered to the Lessor, Union Building, Champaign, Illinois, and any notice to or demand upon the Lessor shall be conclusively deemed to have been sufficiently given by being delivered at such office or deposited in the United States mails in a sealed, postage prepaid envelope, or delivered with charges prepaid to any operating telegraph company for transmission, in either of said last two cases addressed to the Lessor at such address or at such other address as the Lessor shall subsequently specify in writing to the Lessee for such purpose.

Any notice to or demand upon the Trustee shall be conclusively deemed to have been sufficiently given if delivered at the office of the Trustee in the City of Chicago, Illinois, or deposited in the United States mails in a sealed, postage prepaid envelope, or delivered with charges prepaid to any operating telegraph company for transmission, in either of said last two cases, addressed to The First National Bank of Chicago, Chicago, Illinois, or such other address as the Trustee shall subsequently specify in writing to the Lessee for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery, or (in case of mailing) when the same would be received in due course of post, or as of the time of such delivery for telegraphic transmission, as the case may be.

TWENTY-SIXTH: This Indenture of Lease is executed by the University of Illinois Foundation, not personally, but as trustee under the Medical and Dental College Building Trust, in the exercise of the power and authority conferred upon and vested in it as such trustee (the University of Illinois Foundation hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said University of Illinois Foundation, personally to perform any covenant herein contained, all such liability, if any, being expressly waived by the Lessee and by every person now or hereafter claiming under it. So far as the University of Illinois Foundation and its successors personally are concerned, the Lessee and every person now or hereafter claiming under it shall look solely to the University of Illinois Foundation in its capacity as trustee.

TWENTY-SEVENTH: It is hereby certified, recited, and declared that all acts, conditions, and things required to be done, happen, and exist, precedent to and in the execution and delivery of this lease in order to make this lease a valid, binding, and legal instrument in accordance with its terms, have been done and happened and do exist and have been performed in accordance with law.

IN WITNESS WHEREOF, the University of Illinois Foundation, as trustee under the Medical and Dental College Building Trust, and not personally, has caused this lease to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and The Board of Trustees of the University of Illinois has caused this lease to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day and year hereinabove written.

UNIVERSITY OF ILLINOIS
FOUNDATION,

not personally but as Trustee, under a Trust Agreement dated April 7, 1936, known as the Medical and Dental College Building Trust.

By K. J. T. EKBLAW
President

ATTEST:

GLENN M. HOBBS
Secretary

[SEAL]

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By O. M. KARRAKER
President

ATTEST:

H. E. CUNNINGHAM
Secretary

APPROVED:

O. L. McCASKILL
Acting University Counsel

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Ann K. Richtmyer, a Notary Public in and for the County of Cook, in the State of Illinois aforesaid, do hereby certify that K. J. T. Ekblaw, President of the University of Illinois Foundation, a non-profit corporation in the State of Illinois, and Glenn M. Hobbs, Secretary of the University of Illinois Foundation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the University of Illinois Foundation as Trustee under the Trust Agreement, dated April 7, 1936, known as the Medical and Dental College Building Trust, for the uses and purposes therein set forth and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of the corporation aforesaid to said instrument as his own free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes in such contract set forth.

Given under my hand and notarial seal this 29th day of July, 1936.

ANN K. RICHTMYER,
Notary Public

My commission expires Oct. 18, 1936.

(Notarial Seal)

STATE OF ILLINOIS }
 COUNTY OF CHAMPAIGN } ss

I, Anna L. Neuber, Notary Public in and for the County of Champaign, in the State of Illinois, aforesaid, do hereby certify that O. M. Karraker, President of The Board of Trustees of the University of Illinois, a public corporation in the State of Illinois, and H. E. Cunningham, Secretary of The Board of Trustees of the University of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of The Board of Trustees of the University of Illinois for the uses and purposes therein set forth and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of the corporation aforesaid to said instrument as his own free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes in such contract set forth.

Given under my hand and notarial seal this 28th day of July, 1936.

ANNA L. NEUBER,
Notary Public

My commission expires Feb. 11, 1939.

(Notarial Seal)

EXHIBIT II

CONSTRUCTION FUND AGREEMENT

AGREEMENT (herein called the "Construction Fund Agreement") dated the 7th day of April, 1936, by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS (herein called the "University"), a duly organized and existing public corporation in the State of Illinois, party of the first part, and the UNIVERSITY OF ILLINOIS FOUNDATION (herein called the "Foundation"), a duly organized and existing private non-profit corporation in the State of Illinois, not personally, but as trustee under the Trust Agreement hereinafter described of even date herewith, party of the second part, and THE FIRST NATIONAL BANK OF CHICAGO (herein called the "Bank"), a national banking association, organized and existing under the laws of the United States of America and authorized by law to accept and execute trusts, with its principal office in the City of Chicago, Illinois, party of the third part.

WHEREAS, the United States of America, acting through the Federal Emergency Administrator of Public Works (herein called the "Government") has made an offer (herein called the "Offer") to aid in financing the construction of a Medical and Dental College Building in Chicago, Illinois (herein called the "Project") by making a grant to the University in an amount of 45% of the cost of the Project upon completion, but not to exceed in any event the sum of \$366,000, and by purchasing from the Foundation certain bonds (herein called the "Bonds") of the Foundation in the aggregate principal amount of \$1,091,000, secured by an indenture (herein called the "Indenture") to a trustee for the holders of such Bonds (herein called the "bondholders' trustee") all upon the terms and conditions stated in said Offer and subject to the rules and regulations contained and set forth in P.W.A. Form No. 166, July 22, 1935, as amended to date; and

WHEREAS, said Offer of a grant has been duly accepted by the University and said Offer (the term "Offer" as used herein shall denote the present Offer or any superseding offer made and accepted in lieu hereof) of a loan will be open for acceptance by the Foundation after its appointment under a Trust

Agreement (herein called the "Trust Agreement") of even date herewith between the University, the Foundation, and the Government, known as the Medical and Dental College Building Trust; and

WHEREAS, said Offer provides that the amount paid on account of the grant and the proceeds of the sale of the Bonds (or if no Bonds are to be sold, the amount provided for the Project in lieu of such Bond proceeds) shall be deposited in a construction account or accounts held by a depositary satisfactory to the Government, the Bank being satisfactory to the Government as such depositary; and

WHEREAS, the University and the Foundation desire that such moneys shall be deposited with the Bank and shall be held by a Bank and disbursed only as herein provided, and the Bank is willing to accept such deposits upon the terms and conditions hereinafter set forth and to hold and disburse said moneys as hereinafter provided, and in evidence of its acceptance of the duties imposed hereby, the Bank has joined in the execution hereof; and

WHEREAS, the execution and delivery of this Construction Fund Agreement, by the parties hereto, has been in all respects duly authorized and all things necessary to constitute this Construction Fund Agreement, when executed and delivered, the valid, legal and binding obligations of the parties hereto, in accordance with its terms have been done or performed or have happened;

NOW, THEREFORE, This Agreement

WITNESSETH:

That in consideration of the premises and of the covenants herein contained and of One Dollar (\$1.00) by each party unto the other party in hand paid and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The University and the Foundation hereby designate the Bank as the depositary of the proceeds of the grant and, in the event that no Bonds are to be sold, of the money to be provided for the Project by the University and the Foundation in lieu of such Bond proceeds, and agree to deposit or cause to be deposited with the Bank all such moneys. The Bank hereby agrees to accept said moneys and to credit same to the University and Foundation in an account designated and herein called "Construction Fund A" and to hold the same until disbursed in the manner hereinafter provided for the purpose of paying indebtedness incurred by the University or the Foundation, or of reimbursing them for expenditures made, in connection with the construction of the Project and expenses incidental thereto (other than for interest on the Bonds or costs or expenses in connection with the Bonds or the Indenture).

2. The Foundation hereby designates the Bank as the depositary of the proceeds received from the sale of the Bonds and agrees to deposit or cause to be deposited with the Bank all of such proceeds, and the Bank hereby agrees to receive and accept said moneys and to credit same to the Foundation in an account designated and herein called "Construction Fund B," and to hold same until disbursed in the manner hereinafter provided for the purpose (in addition to withdrawals by the Bank as provided in Section 3, hereof) of paying indebtedness incurred by the University or the Foundation, or of reimbursing them for expenditures made, in connection with the construction of the Project and expenses incidental thereto, the cost to the Foundation of preparing, executing and delivering the Bonds and the Indenture and all taxes and recording fees in connection therewith, the cost of obtaining all legal opinions or title certificates or policies to be furnished by the Foundation under the Indenture, the Offer and this Construction Fund Agreement, and any other fees and expenses which may be approved by the Government.

3. In the event that any Bonds are sold, all accrued interest received thereon at the time of the delivery thereof shall be paid into an account held by the Bank designated and herein called the "Bond Fund," which Fund will be more fully provided for in the Indenture. Out of the proceeds of the Bonds so sold, there shall also be deposited in said Bond Fund an amount which (together with the accrued interest deposited in the Bond Fund, as aforesaid)

will equal the aggregate amount of interest which will accrue on said Bonds on or before January 1, 1937. Within a period of not more than three days prior to the first day of January and July of each year prior to the Completion Date (as hereinafter defined), the Bank shall withdraw from Construction Fund B and pay into the Bond Fund an amount which (together with the moneys then held in the Bond Fund for the interest becoming due on said January first or July first as the case may be) will equal the amount of interest upon the Bonds becoming due and payable on said January first or July first as the case may be.

4. Moneys in either or both of the Construction Funds shall be paid out, disbursed and withdrawn (except as provided in Section 3 hereof) only as follows:

A. From time to time during the construction of the Project, the University and the Foundation may withdraw money from Construction Fund A for the purposes provided in Section 1 hereof and from Construction Fund B for the purposes provided in Section 2 hereof, but only upon receipt by the Bank of a duly executed order of the Foundation and the University in the form approved by said parties and the Government, which shall state specifically the Fund from which the money is to be withdrawn, and of:

(1) A voucher which shall:

(a) Be signed on behalf of the University by its Director of the Physical Plant and its Comptroller and be signed on behalf of the Foundation by its Executive Director;

(b) Have endorsed thereon or be accompanied by a written approval of the State Director of the Federal Emergency Administration of Public Works for the State of Illinois (herein called the "State Director (P.W.A.)") or such other representative as the Government from time to time may designate for such purpose;

(c) State that such expenditures or indebtedness have not formed the basis of any previous withdrawals;

(d) State that no default has occurred and is subsisting under the Offer or, in the event that any Bonds are sold, under the Bonds or the Indenture;

(e) State that such voucher covers no items representing payment or reimbursement on account of any retained percentages which the University or the Foundation is, at the date of such voucher, entitled to retain;

(f) State that the amount remaining in Construction Funds A and B (or, if no Bonds are sold, in only Construction Fund A) after such withdrawal, plus an amount equal to the aggregate amount of the Grant estimated to be payable in cash and not yet paid (the estimated amount of the Grant shall be approved by the State Director (P.W.A.) prior to the first withdrawal from such Construction Funds and the amount so approved shall be considered as the estimated amount of the Grant until changed at the request or with the approval of the Government), plus the proceeds of the Bonds still to be purchased by the Government (or if no Bonds are to be sold, plus the money to be provided for the Project by the University and the Foundation) will be sufficient to pay for the completion of the Project in accordance with the plans and specifications which shall have been delivered to and approved by the Government, and with the estimate made by the Government at the time the aforesaid application was approved and to pay the aggregate amount of interest which will accrue on or before the last day of the month in which it is estimated the Completion Date will occur; and

(g) State in reasonable detail the purpose or purposes for which such expenditures have been made or such indebtedness incurred and that such expenditures have been made or such indebtedness incurred in connection with the construction of the Project.

(2) Waivers of liens executed by mechanics, materialmen, contractors, subcontractors and any other persons who might, under the laws of Illinois, have any liens, or inchoate liens upon the Project and the site thereof, in and by which waivers said persons:

(a) When partly paid, shall waive, to the extent of such payments, all rights to assert liens upon the Project and the site thereof for all work, labor, services or materials furnished for the Project; and

(b) When finally paid, shall finally waive all rights to assert liens upon the Project and the site thereof for all work, labor, services, or materials furnished for the Project.

(3) An opinion of counsel satisfactory to the Bank (which counsel may be counsel for the University or the Foundation) which shall:

(a) State that the land, right-of-ways, easements, franchises, and property, for the acquisition or construction of which said expenditures shall have been made or indebtedness incurred, shall immediately after such payment be clear from all liens or encumbrances, except those that may be waived in writing by the Government;

(b) State that the waivers of liens delivered to the Bank are duly executed and in proper form, and that all mechanics, materialmen, contractors, subcontractors and other persons furnishing any work, labor, services or materials on the Project have thereby duly waived, to the extent of the payments made to them, their respective rights to assert liens on the Project or the site thereof, for all work, labor, services or materials furnished for the Project or the site thereof; and further state that final waivers of lien have been delivered to the Bank covering all such work, labor, services and materials for which final payment has been made; and

(c) State that neither the University nor the Foundation is in default under the provisions of the Offer and, if any Bonds are sold, that the Foundation is not in default under the Bonds or the Indenture.

B. In the event that any Bonds are sold and the construction of the Project shall be discontinued or unreasonably delayed or the same shall not be carried on with reasonable dispatch or shall not be completed by May 1, 1937, or the Certificate of Completion shall not be delivered to the Bank and the Government within thirty days after completion of the Project, the bondholders' trustee shall have the right (but not the duty, as more fully provided in the Indenture) to take over the construction of the Project and complete the same at the expense of the Foundation, and in such event any moneys in Construction Funds A and B may be withdrawn from time to time by the bondholders' trustee (instead of the Foundation and the University) for the purpose of paying or reimbursing the bondholders' trustee for expenditures made or for paying indebtedness incurred by it in connection with such construction, provided that such expenditures or indebtedness have first been approved in writing by the State Director (P.W.A.) or such other representative as the Government may designate.

C. Upon delivery to the Bank and the Government of the following papers (the date of such delivery being herein and in the Indenture called the "Completion Date"):

(1) A certificate signed and verified by the Director of Physical Plant and the Comptroller of the University and by the Executive Director of the Foundation, upon which shall be endorsed the approval of the State Director (P.W.A.), stating that the construction of the Project has been completed in accordance with the plans and specifications submitted to and approved by the Government, and that all liabilities of the University and the Foundation incurred for, or in connection with, the construction of the Project have been paid or that provision for such payment has been made and, if there be an Inden-

ture, that said payments and provision therefor have been made in such manner as not to impair the lien of such Indenture; and

(2) An opinion of counsel approved by the Government or counsel acceptable to the Bank (which counsel may be counsel for the University or the Foundation) stating that the University and the Foundation have completed the Project in the manner and within the time required hereby; that the Foundation has acquired title thereto and to the trust estate, free from all liens or encumbrances except those that may be waived in writing by the Government; that final waivers of lien have been obtained in proper form from all contractors, subcontractors and other persons who furnished any work, labor, services, or materials on the Project and that all rights have been waived to assert any liens on the Project or the site thereof for all work, labor or materials furnished on the Project; that all work, labor, services and materials furnished for the Project, the site thereof, or in connection therewith, have been fully and completely paid for and that no claim whatever exists out of which a mechanic's lien could ripen against the Project or the site thereof; and that there are no uncanceled mechanics', laborers', contractors', subcontractors', or materialmen's liens on Project on file in any public office where the same should be filed in order to be valid liens against any part of said property; the Bank shall dispose of the balances then remaining in the Construction Funds and not set aside for making payments on account of the construction costs of the Project or claims arising in connection therewith as follows: any such balances remaining in the Construction Fund A shall be paid to the University, and any such balances remaining in Construction Fund B shall be transferred to the Bond Fund (which will be more fully provided for in the Indenture).

5. It is expressly understood and agreed that the Bank shall be under no responsibility to make any investigation or analysis of any statement or information which may be certified to the Bank in the manner provided by this Agreement and that the Bank may accept without responsibility any statement, certificate or opinion which it may believe to be genuine and which may appear to be valid and authentic, provided the same shall comply to the best of its knowledge, information and belief with the requirements herein set forth.

The Bank shall not be required to make any investigation as to the progress of the work or otherwise to inquire beyond the certificates; and said certificates shall constitute full and ample protection and authority to the Bank in making any disbursement and application hereunder.

The Foundation and the University agree to furnish to the Bank specimen signatures of the Executive Director of the Foundation, the Director of the Physical Plant and Comptroller of the University or any other officials authorized to sign withdrawal orders on behalf of the University or the Foundation and to cause to be furnished to the Bank specimen signatures of the State Director of the Federal Emergency Administration of Public Works for the State of Illinois, or such other representative as the Government may from time to time designate to approve withdrawal orders on its behalf, and to furnish forms of certificates and orders showing the signatures of the persons authorized to sign such certificates and orders.

The Bank shall not be liable for any mistake of judgment or other mistake of itself or its agents or employees, but shall be liable only for its wilful or fraudulent misconduct, and the Bank shall be absolutely protected in making payments on the certificates and orders hereinabove provided for which it, in good faith, believes to be genuine and to be signed by the proper party, and shall not be required to see to the application of said payments or to the progress of the construction of the Project, and shall not be required to obtain any of the certificates or affidavits required by the laws of the State of Illinois with respect to liens of mechanics, laborers, materialmen, contractors, subcontractors or other persons, and shall not be liable to make any payments except out of funds deposited with it. Notwithstanding the provisions of this Section, the Foundation agrees to obtain and deliver to the Bank any and all necessary

or desirable affidavits and waivers of liens executed by the mechanics, material-men, contractors, subcontractors and any other persons who might, under the laws of Illinois, have any liens or inchoate liens upon the Project and the site thereof, in and by which waivers said persons shall waive (to the extent of partial or final payments made to them respectively) all rights to assert liens upon the Project and the site thereof.

The Bank shall be entitled to be reimbursed for all proper outlays of every sort and nature by it made or incurred in the acceptance or discharge of its duties hereunder with interest, and to receive reasonable and proper compensation for any and all duties that it may at any time perform hereunder, and for all damages sustained or incurred by the Bank by reason or on account of any negligence of any attorney or agent selected and retained with reasonable care in the performance or attempted performance of any of its duties hereunder.

6. This Construction Fund Agreement shall inure to the benefit of and be valid and binding upon the parties hereto, their respective legal representatives, successors and assigns and, cannot be amended, rescinded or modified in any way by the parties hereto without the prior written consent of the Government.

7. This Construction Fund Agreement may be executed in several counterparts, each of which shall be deemed to be an original and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Board of Trustees of the University of Illinois has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and the University of Illinois Foundation, as trustee under the Trust Agreement, and not personally, has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its Executive Committee and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and The First National Bank of Chicago, to evidence its acceptance of the trust hereby created, has caused this Construction Fund Agreement to be executed in its corporate name and behalf by its President or by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Cashier or by one of its Assistant Cashiers, all on the date and year first above written.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

ATTEST:

H. E. CUNNINGHAM
Secretary

[SEAL]

By O. M. KARRAKER
President

UNIVERSITY OF ILLINOIS
FOUNDATION,

not personally but as Trustee, under a Trust Agreement dated April 7, 1936, known as the Medical and Dental College Building Trust.

ATTEST:

GLENN M. HOBBS
Secretary

[SEAL]

By { EDWARD E. BARRETT
K. J. T. EKBLAW
RALPH CHAPMAN
Executive Committee

THE FIRST NATIONAL BANK
OF CHICAGO

ATTEST:

N. Y. STOCKDALE
A Cashier

By ROY C. OSGOOD
Vice President

APPROVED:

SVEINEBJORN JOHNSON
University Counsel

TRUST AGREEMENT**MEDICAL AND DENTAL COLLEGE BUILDING TRUST**

TRUST AGREEMENT dated as of April 7, 1936, but actually executed on the date hereinafter set forth, by and between the Board of Trustees of the University of Illinois, a duly organized and existing public corporation in the State of Illinois (herein called the "University") party of the first part, and the University of Illinois Foundation, a duly organized and existing private non-profit corporation in the State of Illinois (herein called the "Foundation") party of the second part, and the United States of America (herein called the "Government") party of the third part.

WHEREAS, the University and the Government recognize that there is need for a new medical and dental college building (herein called the "Project") in Chicago, Illinois and have created this Medical and Dental College Building Trust for the purpose, among other things, of causing said building to be constructed for the uses and purposes and upon the trusts herein set forth; and

WHEREAS, the Government, acting through the Federal Emergency Administrator of Public Works, has made an offer (said offer or any superseding offer made and accepted in lieu thereof is herein called the "Offer") to aid in financing the construction of the Project by making a grant to the University in an amount of forty-five per cent (45%) of the cost of the Project upon completion but not to exceed in any event the sum of \$366,000, and by purchasing from the Foundation certain bonds (herein sometimes called the "Bonds") issued by it as trustee hereunder in the aggregate principal amount of \$1,091,000, secured by an indenture (herein called the "Indenture") to a trustee for the holders of such Bonds (herein called the "bondholders' trustee"), all upon the terms and conditions stated in said Offer and subject to the rules and regulations contained and set forth in P.W.A. Form No. 166, July 22, 1935, as amended to date; and

WHEREAS, said Offer of a grant has been duly accepted by the University and said Offer of a loan is open for acceptance by the Foundation after its appointment as trustee hereunder; and

WHEREAS, by virtue of (1) "An Act to authorize the Board of Trustees of the University of Illinois to create trusts, to convey property in trust, to enter into trust agreements providing the powers and duties of the trustee and providing for the issuance of bonds by such a trustee and providing for the payment and securing thereof; to enter into year to year or other leases, to pledge for the performance of its obligations under such leases certain receipts and collections which the board is authorized by 'An Act to amend Section 6 of 'An Act in relation to State Finance,' approved June 10, 1919, as amended,' approved July 11, 1935, to retain in its own treasury, and to enter into covenants with the United States or any agency thereof and to take other action for the purpose of obtaining grants from the United States to aid in financing the construction and equipping of university, college or educational buildings on which said board shall be given a year to year or other lease or the privilege thereto," and (2) Senate Bill No. 543, approved July 11, 1935 (hereinafter sometimes called the "Enabling Acts") the University is authorized and empowered to join in creating this trust and to enter into this agreement and exercise its rights and carry out its duties hereunder; and

WHEREAS, the University, the Foundation and the First National Bank of Chicago (herein called the "Bank") have entered into a Construction Fund Agreement of even date herewith for the purpose of providing that the proceeds of the grant and of the sale of any bonds issued by the Foundation and of any other moneys provided for the construction of the Project shall be deposited with said Bank in certain special accounts (therein and herein called "Construction Fund A" and "Construction Fund B") and held and disbursed by it for the purpose of constructing the Project and paying and reimbursing for the expenses incidental thereto, all in the manner provided by said Construction Fund Agreement; and

WHEREAS, the Foundation is about to take title, as trustee hereunder, to the hereinafter described real estate (herein called the "Site") in Cook County, Illinois, for use as the site for the Project, and the Foundation has duly accepted the trusts created by this agreement by joining in the execution hereof;

NOW, THEREFORE, this Trust Agreement

WITNESSETH:

That the Foundation is about to take title, as trustee hereunder, to the following described real estate in Cook County, Illinois, to wit:

"That part of Lot 3 in Subdivision (by Codwise and others) of the West half of the Southeast quarter of Section 18, Township 39 North, Range 14 East of the 3rd Principal Meridian (except 1 chain and 37 links along the west side) described as follows:—Beginning at the southwest corner of S. Wood Street and W. Polk Street, and running thence west along the south line of said W. Polk Street a distance of 193.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 152 feet; thence east parallel to the south line of said W. Polk Street a distance of 85.69 feet; thence south parallel to the west line of said S. Wood Street a distance of 18.60 feet; thence east parallel to the south line of said W. Polk Street a distance of 108 feet to the west line of said S. Wood Street; and thence north along the west line of said S. Wood Street a distance of 170.60 feet to the point of beginning; in the city of Chicago, Cook County, Illinois."

and that when it has taken the title thereto, it will hold it hereunder for the uses and purposes and upon the trusts herein set forth. The University is about to convey title to said property to the Foundation in consideration solely of the payment by the Government of the sum of \$196,879.35 to the University on account of the aforesaid grant being made by the Government to the University. Upon the acknowledgment by the University of receipt of said sum of \$196,879.35, the full and only consideration for the conveyance of the Site shall be deemed to have been paid.

ARTICLE ONE

CONSTRUCTION OF PROJECT

1.01. The University shall deposit with the Bank in Construction Fund A, said sum of \$196,879.35 and any other sums paid on the grant when and as received, such moneys to be used and disbursed for the purposes and in the manner provided by the Construction Fund Agreement.

1.02. The Foundation shall construct the Project, or cause it to be constructed, upon the Site in accordance with the plans and specifications heretofore approved by the University and the Government, subject to such amendments as may be made therein with the approval of the parties hereto. The Foundation, as trustee, hereunder, hereby assumes the obligations which have been incurred by the University under contracts for the construction of the Project. The Foundation shall execute such new and additional contracts as may be needful to provide for the construction and completion of the Project.

1.03. The Foundation may use its efforts to obtain funds by gifts, donations or otherwise in an amount which, together with the proceeds of the aforesaid grant to be made to the University, shall be sufficient to finance the construction and completion of the Project. Any moneys collected by the Foundation by way of such gifts, donations or otherwise for the purpose of aiding in the construction of the Project shall be deposited in the Construction Fund A and used and disbursed for the purposes and in the manner provided by the Construction Fund Agreement.

1.04. If in its sole discretion the Foundation determines that it is unable by gifts, donations or otherwise to obtain the additional funds needed in order to construct and complete the Project, the Foundation shall issue its Bonds in order to provide such funds as shall be necessary, together with the proceeds of the aforesaid grant, in order to complete the construction of the Project. The Foundation may accept the Offer of the Government to purchase its Bonds

or may sell said Bonds to others than the Government. If the Foundation accepts the Offer of the Government to purchase said Bonds, the Foundation nevertheless may, with the consent of the Government, sell all or any part of said Bonds to purchasers other than the Government. The Foundation shall deposit with the Bank in Construction Fund B, the proceeds received from the sale of said Bonds including premiums thereon, such moneys to be used and disbursed for the purposes and in the manner provided by the Construction Fund Agreement.

1.05. The Foundation and the University shall join in the making of all checks, drafts and vouchers which may be necessary in withdrawing moneys from said Construction Funds and they and each of them shall take all other action necessary for the withdrawal of such moneys for use in the manner and for the purposes provided in the Construction Fund Agreement.

ARTICLE TWO

LEASE AND USE OF PROJECT

2.01. The Foundation hereby gives and grants unto the University the right and option to enter into a lease of the Project and the Site, as lessee, but not later than two o'clock p.m. of September 1, 1936, such lease to conform in substance to the following:

(a) *Term*: A year to year lease, the term commencing on January 1, 1937 (the date which is agreed upon by the Foundation and the University as the estimated date of the completion of the Project), with the privilege in the University of terminating or not renewing such lease for any year or years upon giving written notice to the Foundation six months prior to the expiration of any yearly term.

(b) *Use of Project*: The lease shall provide that the Project and other demised property shall be used exclusively for college, seminary, university, or other exclusively public educational purposes.

(c) *Rental*: The rental shall be \$86,000 per year payable in equal monthly installments on the first day of each month. The lease shall provide that all expenses of the Project of any sort whatever from and after the commencement of the term shall be borne by the University to the end that said amount of \$86,000 payable to the Foundation as yearly rental shall be received and enjoyed by the Foundation as a net sum.

(d) *Maintenance and Other Expenses*: The lease shall provide that the University at its own expense, shall maintain the Project or cause the same to be maintained in good repair, order and condition suitable to the purposes thereof, and shall pay all water taxes accruing during the term thereof, together with any taxes and assessments lawfully levied after the date hereof. The lease shall further provide that the University shall pay to whoever may be entitled thereto all costs of maintenance, operation and repair of the Project and the other improvements located on the demised premises including (but without limitation) insurance, taxes, recording fees, assessments and charges, extraordinary as well as ordinary of every kind and nature whatsoever.

(e) *Insurance*: The lease shall provide that the University at its own expense, shall keep the Project and all other improvements on the demised premises insured against loss or damage by fire, tornado and such other hazards as the Foundation may require thereby, to the full amount of the insurable value thereof. The lease shall further provide for general liability and boiler insurance protecting the lessor and the lessee against liability occasioned by accident or disaster in such amounts as the Foundation may require thereby. All such insurance policies shall be in form and with insurers satisfactory to the Foundation and shall be made payable to the University, the Foundation and any bondholders' trustee as their respective interests may appear.

(f) *Security*: The rental and other obligations of the University under the lease shall be payable solely from and secured by an irrevocable pledge of a special fund into which shall be deposited the receipts and collections

which the University is authorized by Senate Bill No. 542, approved July 11, 1935 to retain in its own treasury for the performance of any contract or obligation with the Government in connection with any grant, advance, loan or contract for the erection of a building or buildings. Neither the Foundation nor any bondholders' trustee shall have the right to demand payment of the rental or discharge of the other obligations of the University under the lease out of any funds other than the aforesaid receipts and collections of the University which is authorized to retain in its own treasury.

(g) *Defaults:* The lease shall prescribe the events of default thereunder including (but without limitation) a default by the University in payment of the rentals therein reserved or a default by the University in the performance of any of the other agreements, conditions, covenants or terms therein contained. The lease shall provide the consequences of such events of default, and the rights and remedies of the Foundation and any bondholders' trustee in case of the happening thereof.

(h) *Other Provisions:* The lease also shall contain provisions as to such other matters as are customary in leases and shall be in form and substance satisfactory to the Foundation and (so long as it holds any of the bonds of the Foundation or is under contract to purchase same) the Government.

Time is of the essence of the option to lease granted to the University hereby and the University shall have no right to exercise said option after the expiration of the period of said option; provided, however, that an agreement by the University with the Foundation to enter into the foregoing lease, as lessee, shall constitute an exercise of the aforesaid option.

2.02. The University hereby agrees with the Government that if it leases the Project at any time (whether or not pursuant to its exercise of the aforesaid option) it will pledge and use for the payment of its rentals or the performance of its obligations under any such lease, its own receipts and collections which it is authorized by Senate Bill No. 542, approved July 11, 1935 to retain in its own treasury for the performance of any contract or undertaking with the Government in connection with any grant, advance, loan or contract for the erection of a building or buildings. The University hereby agrees with the Government that, during the period of this trust, it will not pledge or otherwise encumber said receipts and collections which it is authorized by Senate Bill No. 542 to retain in its own treasury for the payment of any other obligations incurred or to be incurred by the University under the Enabling Acts or either of them; provided, however, that with respect to said receipts and collections in excess of the sum of \$86,000 for each yearly period ending December 31, the University may pledge or encumber said excess receipts and collections for other obligations, but any such pledge or encumbrance shall at all times be subject and subordinate to the pledge or encumbrance thereof, made or to be made by the University in any lease of the Project, for the discharge of its obligations under such lease.

2.03. In the event that the University elects not to exercise its option to enter into the aforesaid lease of the Project or terminates or fails to renew said lease at any time, the Foundation shall lease the Project to others for use exclusively for college, seminary, university or other exclusively public educational purposes, such lease to be on the most favorable terms obtainable; provided, however, that in case at the time of the leasing of the Project to others than the University there shall be outstanding any Bonds of the Foundation or interest coupons appurtenant thereto, no such lease shall be made which shall provide for an annual net rental less than \$86,000 unless such lower rental is consented to in writing by the bondholders' trustee and (so long as it holds any of the Bonds of the Foundation or is under contract to purchase same) by the Government.

In the event that the University elects not to exercise its option to enter into the aforesaid lease of the Project or terminates or fails to renew said lease at any time, the Foundation shall not thereafter lease the Project to the University, as lessee, except at the same rental and upon the same terms and conditions as those hereinabove set forth so long as there shall be outstanding any

Bonds of the Foundation or interest coupons appurtenant thereto, unless the changes in said rental, terms or conditions are consented to in writing by the bondholders' trustee and (so long as it holds any Bonds of the Foundation or is under contract to purchase same) the Government. If there shall not be outstanding any Bonds of the Foundation or interest coupons appurtenant thereto, the Foundation may agree to such changes or revisions in the rental, terms or conditions of the lease to the University as it deems advisable.

2.04. In any lease of the Project, the Foundation may join as a party thereto the bondholders' trustee. Such lease may stipulate that the bondholders' trustee, in case of a default under the Bonds of the Foundation or the Indenture securing same shall, itself, have the right.

(a) by mandamus, suit, action or proceeding, in law or in equity, to enforce the payment by the University or other lessee of any sums due under such lease or to compel the performance by the University or other lessee of any covenants or conditions contained therein; and

(b) to take or compel the surrender to it of possession of the Project by the University or other lessee in case of a default under said lease, and thereafter to use, operate, manage and control the Project or lease same to others;

which rights shall be exercised by the bondholders' trustee without its forfeiting or obtaining title to the Project through foreclosure proceedings or otherwise.

ARTICLE THREE

ISSUANCE OF BONDS BY FOUNDATION

3.01. The Foundation shall have power to issue negotiable bonds, notes or interim receipts (herein called the "Bonds") for the purpose of aiding in financing the Project. Bonds of the Foundation shall be authorized by its resolution and may be issued in one or more series and shall bear such date or dates, mature at such time or times not exceeding twenty (20) years from the date thereof, bear interest at such rate or rates, not exceeding six per centum (6%) per annum, be in such denomination or denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, be executed in such manner, be payable in such medium of payment, at such place or places, and be subject to such terms of redemption (with or without premium) as such resolution or its trust indenture may provide. The Bonds may be sold at not less than par.

Neither the Foundation nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds and other obligations of the Foundation shall not be a debt of the University or the State of Illinois and neither the University nor the State shall be liable thereon, nor in any event shall they be payable out of any funds other than those held in trust by said Foundation or realized from its leasing or operation of the Project.

3.02. The Foundation may secure its Bonds by an Indenture to a bondholders' trustee. In connection with the issuance of Bonds, and in order to secure same, the Foundation in addition to its other powers, shall have power:

(a) To pledge all or any part of its gross or net rents, fees, or revenues from the Project to which its right then exists or may thereafter come into existence; to assign any leases of the Project or any contracts made in connection with the Project.

(b) To covenant against pledging all or any part of its rents, fees and revenues from the Project to which its right then exists or may thereafter come into existence or against permitting or suffering any lien thereon; to covenant against permitting or suffering any lien on the Project or any other property, then owned or thereafter acquired by the Foundation, as trustee hereunder; to covenant with respect to limitations on its right to lease or otherwise dispose of the Project or any part thereof; and to covenant as to what other, or additional bonds, debts or obligations may be issued or incurred by it.

(c) To covenant as to the Bonds to be issued and as to the issuance of such Bonds in escrow or otherwise, and as to the use and disposition of the proceeds thereof; to provide for the replacement of lost, destroyed or mutilated Bonds; to covenant against extending the time for the payment of its Bonds or interest thereon; to redeem the Bonds and to covenant for their redemption and to provide the terms and conditions thereof.

(d) To covenant as to the rents to be charged for the Project, the amount to be raised each year or other period of time by rents and other revenues, and as to the use and disposition to be made thereof; to create or to authorize the creation of special funds for moneys held for construction or operating costs, contingencies, debt service, reserves, or other purposes, and to covenant as to the use and disposition of the moneys held in such funds.

(e) To prescribe the procedure, if any, by which the terms of any contract with bondholders may be amended or abrogated, and amount of Bonds the holders of which must consent thereto and the manner in which such consent may be given.

(f) To covenant as to the use of any or all of its real or personal property; to warrant its title; and to covenant as to the maintenance of the Project and its real and personal property, the replacement thereof, the insurance to be carried thereon and the use and disposition of insurance moneys.

(g) To covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition, or obligation; and to covenant and prescribe as to events of default, the consequences thereof, and terms and conditions upon which any or all of its Bonds or obligations shall become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(h) To vest in the bondholders' trustee the right to enforce the payment of the Bonds or any covenants securing or relating to the Bonds, to provide for the powers and duties of the bondholders' trustee, to limit liabilities thereof and to provide the terms and conditions upon which the bondholders' trustee or the holders of Bonds or any proportion of them may enforce any such covenant.

(i) To confer upon the bondholders' trustee the power, in case of a default under the Bonds or Indenture securing same, to enforce the payments of all sums due under leases of the Project, to compel the performance of any covenants or conditions therein, to take possession, use, operate, manage and control the Project and collect and dispose of the rents therefrom; in the event that such powers are conferred upon the bondholders' trustee, same shall be exercised by it without its forfeiting or obtaining title to the Project through foreclosure proceedings or otherwise.

(j) To confer upon the bondholders' trustee the power, in case of a default under the Bonds or Indenture securing same, to lease, use or operate the Project for purposes other than those for which the Foundation itself, as trustee hereunder, may lease, use or operate same; the conferring of such power upon the bondholders' trustee shall not, however, affect the validity or exclusively public educational character of this trust or the property held by the Foundation hereunder.

(k) To vest in the bondholders' trustee or in bondholders the right, in case of a default under the Bonds or Indenture securing same:

(1) to cure any such default and to advance any moneys necessary for such purpose, the moneys so advanced to be an additional obligation of the Foundation with such interest, security and priority as the Indenture or other agreement of the Foundation may provide;

(2) to obtain the appointment of a receiver of the Project and of the rents and profits therefrom; and

(3) to require said Foundation to account as if it were the trustee of an express trust for the bondholders and the bondholders' trustee; to provide for or restrict the exercise of such rights by bondholders to the holders of a specified amount in Bonds.

(1) To exercise all or any part or combination of the powers herein granted; to make covenants other than and in addition to the covenants herein expressly authorized, of like or different character; to execute all instruments necessary or convenient in the exercise of the powers herein granted or in the performance of its covenants or duties, which may contain such covenants and provisions, in addition to those above specified as the Government or any purchaser of the Bonds of said Foundation may require; to make such covenants and to do any and all such acts and things as may be necessary or convenient or desirable in order to secure its Bonds, or, in the absolute discretion of said Foundation, as will tend to make the Bonds more marketable notwithstanding that such covenants, acts or things may not be enumerated herein.

Provided, however, that in no event shall any holders of Bonds or any bondholders' trustee have the right or power to forfeit or obtain title to the Project through foreclosure proceedings or otherwise.

3.03. In addition to the other powers conferred upon the Foundation hereunder, the Foundation is empowered to borrow money from the Government (the term "Government" as used in this agreement shall mean the United States of America acting by or through the Federal Emergency Administrator of Public Works or by or through any other Federal agency or official authorized to exercise the powers and authority now reposed in the Administrator of Public Works or to act in his behalf) for or in aid of the Project, and to this end, to comply with such conditions as may be attached to the financing or aid of the Government. The Foundation may accept the Offer of the Government to purchase Bonds of the Foundation and may comply with all the terms and conditions of said Offer and of the Rules and Regulations of the Federal Emergency Administration of Public Works. It is the purpose and intent of this agreement to authorize the Foundation to enter into any and all agreements, and do any and all things, necessary or desirable to secure the financial aid or cooperation of the Government, in the undertaking, construction, maintenance or operation of the Project; provided, however, that in no event shall the Government or any holders of Bonds or any bondholders' trustee have the right or power to forfeit or obtain title to the Project through foreclosure proceedings or otherwise.

ARTICLE FOUR

CONCERNING THE FOUNDATION AND ITS GENERAL POWERS HEREUNDER

4.01. The Foundation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Trust Agreement, including the following powers in addition to others herein granted:

(a) To own, hold, and improve real or personal property; to construct, reconstruct, improve, alter and repair the Project; to hold, manage, operate and use the Project.

(b) To lease or rent the Project or any of the accommodations, lands, buildings, structures or facilities embraced in the Project and to establish and revise (subject to the obligations hereinabove imposed on the Foundation) the rents or charges therefor.

(c) To insure or provide for the insurance of the Project and any real or personal property held in this trust or of the operations of the Foundation, as trustee hereunder, against such risks as the Foundation may deem advisable.

(d) To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in direct obligations of the United States of America or obligations unconditionally guaranteed as to both principal and interest by the United States of America or in other marketable securities eligible as security for the deposit of trust funds under Federal Reserve Board regulations; and to purchase the Bonds issued by it as trustee hereunder at a price not more than that at which same are redeemable on the next interest payment date.

(e) To execute all instruments and contracts and to do all things necessary or convenient to carry out the powers conferred by such trust agreement.

4.02. The Foundation hereby accepts the trusts imposed upon it by this Trust Agreement, but only upon and subject to the following express terms and conditions:

(a) The Foundation shall be protected in acting upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed by it to be genuine and correct and to have been signed, sent or delivered by the person or persons by whom such paper or document purports to have been signed, sent or delivered.

(b) The Foundation shall not be liable for any action taken or omitted to be taken by it in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this agreement.

(c) The Foundation shall not be personally liable hereunder or on its Bonds or for any other debts contracted by it, or for damages to persons or to personal property injured or damaged, or for salaries, or for non-fulfillment of contract.

(d) The Foundation shall be entitled to be reimbursed for all proper outlays of every sort and nature by it made or incurred in the acceptance or discharge of its duties hereunder, with interest.

ARTICLE FIVE

DURATION AND PURPOSE OF TRUST

5.01. This trust is created for the purpose, among other things, of causing the Project to be constructed and used for the purposes and upon the trusts herein set forth. The Site, the Project and any other improvements constructed thereon shall be held in trust hereunder exclusively for college, seminary, university or other exclusively public educational purposes. All said property shall be held in trust for such purposes for the benefit, not only of the University as one of the beneficiaries hereunder, but also for the public of the State of Illinois as beneficiary. If there be any failure on the part of the Foundation to perform this trust in accordance with this Trust Agreement, the State's Attorney of Cook County, Illinois, or the Attorney General of the State of Illinois, may enforce the same on behalf of the public as such beneficiaries.

Nothing contained in this Section, however, shall be construed as in any way affecting or prejudicing the power of the Foundation to confer upon the bondholders' trustee the power, in case of a default under the Bonds or Indenture securing same, to lease, use or operate the Project for purposes other than those for which the Foundation itself (as trustee hereunder) may lease, use or operate same, nor shall the provisions of this Section be construed as in any way affecting or prejudicing the right of the bondholders' trustee to exercise the powers so conferred upon it by leasing, using or operating the Project for any purposes whatsoever and not merely for college, seminary, university or other educational purposes.

5.02. This trust shall continue for a period of twenty-one years and thereafter until all the liabilities of the Foundation, as trustee hereunder, have been met and its Bonds have been paid in full or such liabilities or Bonds have otherwise been discharged. Upon the expiration of this trust, title to the Site shall revert to the University, together with the Project and any other improvements constructed upon the Site. Any moneys then remaining in the hands of the Foundation in trust hereunder shall be paid to the University to be used exclusively for college, seminary, university or other exclusively public educational purposes.

5.03. In the event that the Foundation has not issued any Bonds or incurred any indebtedness in order to aid in financing the construction and completion of the Project (but has obtained funds by gifts, donations or otherwise in an amount which, together with the proceeds of the aforesaid grant to the University, were sufficient to finance the construction and completion of the Project) the net rents, issues and profits collected by the Foundation from its leasing or other use of the Project shall be paid to the University on the first day of each and every month, such moneys to be used by the University ex-

clusively for college, seminary, university or other exclusively public educational purposes.

IN WITNESS WHEREOF, the Board of Trustees of the University of Illinois has caused this Trust Agreement to be executed in its corporate name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, and the University of Illinois Foundation, to evidence its acceptance of the trust hereby created, has caused this Agreement to be executed in its corporate name and behalf by its Executive Committee and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, and the United States of America, acting by and through the Federal Emergency Administrator of Public Works, has caused this Agreement to be executed on its behalf, all as of the day and year first hereinabove written, but actually on the 7th and 9th days of April, 1936.

ATTEST:

H. E. CUNNINGHAM
Secretary

BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By O. M. KARRAKER
President

UNIVERSITY OF ILLINOIS
FOUNDATION

ATTEST:

GLENN M. HOBBS
Secretary

By { EDWARD E. BARRETT
RALPH CHAPMAN
K. J. T. EKBLAW

Executive Committee

UNITED STATES OF AMERICA
FEDERAL EMERGENCY ADMINISTRATOR OF
PUBLIC WORKS

APPROVED:

SVEINBJORN JOHNSON
University Counsel

By HORATIO B. HACKETT
Assistant Administrator

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } ss

I, Anna L. Neuber, a Notary Public in and for the County of Champaign, in the State of Illinois, aforesaid, do hereby certify that O. M. Karraker, President of The Board of Trustees of the University of Illinois, a public corporation in the State of Illinois, and Harrison E. Cunningham, Secretary of said The Board of Trustees of the University of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said The Board of Trustees of the University of Illinois for the uses and purposes therein set forth and the said Secretary did also then and there acknowledge that he as Custodian of the corporate seal of said corporation did affix the said corporate seal of the corporation aforesaid to said instrument as his own free and voluntary act, and as the free and voluntary act of the said corporation for the uses and purposes in such contract set forth.

Given under my hand and notarial seal this 7th day of April, 1936.

ANNA L. NEUBER
Notary Public

My commission expires Feb. 11, 1939.

(Notarial Seal)

STATE OF ILLINOIS }
COUNTY OF COOK } ss

I, Ann K. Richtmyer, a Notary Public in and for the County of Cook, in the State of Illinois aforesaid do hereby certify that Edward E. Barrett, Ralph Chapman and K. J. T. Ekblaw, Members of the Executive Committee of the University of Illinois Foundation, an Illinois corporation organized not for profit, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Executive Committee, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the said University of Illinois Foundation, and for the uses and purposes in said agreement set forth.

Given under my hand and notarial seal this 8th day of April, 1936.

ANN K. RICHTMYER
Notary Public

My commission expires October 18, 1936.

(Notarial Seal)

STATE OF ILLINOIS }
COUNTY OF CHAMPAIGN } ss

I, Anna L. Neuber, a Notary Public in and for the County of Champaign, in the State of Illinois, do hereby certify that Glenn M. Hobbs, Secretary of the University of Illinois Foundation, an Illinois corporation not for profit, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Secretary of such corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the University of Illinois Foundation, an Illinois Corporation as aforesaid, for the uses and purposes therein set forth and that the said Secretary did also then and there acknowledge that he, as Custodian of the seal of the said corporation, did affix the corporate seal thereof to the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes in such agreement set forth.

Given under my hand and notarial seal this 7th day of April, 1936.

ANNA L. NEUBER
Notary Public

My commission expires Feb. 11, 1939.

(Notarial Seal)

THE DISTRICT OF COLUMBIA }
UNITED STATES OF AMERICA } ss

I, Glenn D. Thompson, Notary Public in and for the said District of Columbia in the United States of America do hereby certify that Horatio B. Hackett, Assistant Federal Emergency Administrator of Public Works of the United States of America, personally known to me to be the person whose name is subscribed to the foregoing instrument as such Assistant Federal Emergency Administrator of Public Works, United States of America, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the United States of America.

Given under my hand and notarial seal this 9th day of April, 1936.

My commission expires November 9, 1938.

GLENN D. THOMPSON
Notary Public

(Notarial Seal)

OPINION OF CHAPMAN AND CUTLER ON MEDICAL AND DENTAL COLLEGE BUILDING TRUST BONDS

(31) A recommendation that the Board of Trustees retain the services of the firm of Chapman and Cutler to submit an opinion on the legal validity of the bonds which will be issued by the University of Illinois Foundation under the Medical and Dental College Building Trust.

While the United States Government will not require such an opinion, being prepared to purchase the bonds on the approval of its own legal advisors, if an approving opinion from Chapman and Cutler can be obtained, the bonds will become immediately marketable in the financial district of Chicago, and probably at such a premium that a profit of several thousand dollars may be realized, which will result in that much of a saving to the State of Illinois in the cost of the Second Unit of the Medical and Dental College Laboratories Building.

The firm of Chapman and Cutler is recognized by investment bankers as one of the leading authorities on governmental financing, and it is understood that securities of the type in question are not marketable, at least in Chicago, without having had the approval of this firm. The approximate fee for this service will be \$1,000.

On motion of Mr. Barrett, this recommendation was adopted and the appropriation of \$1,000 was made by the following vote: Aye, Mr. Barrett, Mrs. Freeman, Mr. Karraker, Mr. Mayer, Mr. Pogue, Mr. Williams; no, none; absent, Mr. Barr, Mr. Horner, Dr. Meyer, Mrs. Plumb, Mr. Wieland.

SALE OF MEDICAL AND DENTAL COLLEGE BUILDING TRUST BONDS

(32) A recommendation that if Chapman and Cutler submit an approving opinion on the legal validity of the Medical and Dental College Building trust bonds, the University of Illinois Foundation be requested to advertise these bonds and to sell them to the highest bidder, in consultation with the Comptroller and the Finance Committee of the Board of Trustees of the University of Illinois.

On motion of Mr. Williams, this recommendation was adopted.

OFFER OF FIRST NATIONAL BANK IN CHAMPAIGN TO PURCHASE MEDICAL AND DENTAL COLLEGE BUILDING TRUST BONDS

(33) The First National Bank in Champaign has offered to purchase \$80,000 of the Medical and Dental College Building trust bonds (\$40,000 maturing in 1938 and \$40,000 maturing in 1939) carrying interest at four per cent per annum,

at a price of par and accrued interest to date of delivery, with the option being granted the Board of Trustees to repurchase at any time any or all of the bonds so purchased by the Bank at a price of par and accrued interest. This purchase is being conditioned on the Bank's being furnished the opinion of Judge Sveinbjorn Johnson, University Counsel, as to the legality of issue and obligation and also a statement from him that the firm of Chapman and Cutler, Attorneys, has expressed its approval of the legality of such issue.

On motion of Mr. Williams, this offer was referred to the University of Illinois Foundation with the approving recommendation of the Board.

COMPTROLLER'S REPORT OF CONTRACTS

(34) The following report from the Comptroller of contracts executed since the last report:

CONTRACTS EXECUTED BY THE COMPTROLLER

APRIL 13, 1936, TO JUNE 24, 1936

Cooperative investigations approved by Board of Trustees in meeting of April 18, 1936 (Minutes, pages 633-634).

<i>With whom</i>	<i>For</i>	<i>Tenure</i>	<i>Amount to be received by the University</i>	<i>Date</i>
Tobacco By-Products and Chemical Corporation	Investigation of nicotine combinations as insecticides	One year from April 1, 1936	\$1 000	March 31, 1936
Aluminum Research Laboratories, Aluminum Company of America	Investigation of effect of "Alorco" synthetic cryolite on insect pests	No definite period	400	April 26, 1936
Niagara Sprayer and Chemical Company	Investigation of effect of fungicides and insecticides on insect pests	No definite period	1 000	April 26, 1936
Vaughan's Seed Store, Incorporated	Agreement for propagation and distribution of tomatoes	April 1, 1936 to January 1, 1938	None	April 1, 1936
Associated Seed Growers, Incorporated	Agreement for propagation and distribution of tomatoes and lima beans	April 1, 1936 to January, 1938	None	April 1, 1936
Sioux City Seed Company	Agreement for propagation and distribution of tomatoes	April 1, 1936 to January 1, 1938	None	April 1, 1936

The Illinois State Board for Vocational Education to pay regular fees for instruction to be rendered as follows:

<i>For whom</i>	<i>Instruction in</i>	<i>Tenure</i>	<i>Date</i>
Irving Huggins	Agriculture	Summer Session 1936	May 21, 1936
John Sharp Loveless	Liberal Arts and Sciences	Summer Session 1936	June 5, 1936
Warren E. Myers	Liberal Arts and Sciences	Summer Session 1936	June 5, 1936
Eugene Whalen	Commerce	Summer Session 1936	June 5, 1936
Jeanette Heimbaugh	Liberal Arts and Sciences	Summer Session 1936	June 5, 1936
Vera Thomas	Liberal Arts and Sciences	Summer Session 1936	June 16, 1936
James Eaton	Law	Summer Session 1936	June 16, 1936

Renewal of agreement for cooperative investigation last approved by Board of Trustees in meeting of May 6, 1935 (Minutes, page 184) and originally approved in meeting of August 13, 1932 (Minutes, page 93):

<i>With whom</i>	<i>For</i>	<i>Amount to be received by the University</i>	<i>Date</i>
Dairy and Ice Cream Machinery and Supplies Association, Incorporated	To continue a research assistantship in the Department of Dairy Husbandry	\$600	May 29, 1936

Contract as authorized by Board of Trustees in meeting of May 27, 1936:

<i>With whom</i>	<i>For</i>	<i>Amount to be paid by the University</i>	<i>Date</i>
United Military Stores, doing business as Associated Military Stores	Purchase of R.O.T.C. uniforms for the year 1936-37	\$36.00 per uniform	June 5, 1936

Minor contract executed under the general authority conferred by Board of Trustees:

<i>With whom</i>	<i>For</i>	<i>Amount to be paid by the University</i>	<i>Date</i>
United States Resettlement Administration	Temporary cropping agreement at the Dixon Springs Experiment Station	None	May 28, 1936

This report was received for record.

REPORT OF DEATH BENEFITS PAID

(35) A report that the Comptroller has been authorized to pay the death benefits to the beneficiaries of the following employees, in accordance with the University Statutes and the terms of their employment:

1. W. A. McIntire, employee in Department of Agronomy..... \$155.00
Mr. McIntire was in the active service of the University from April 18, 1911, to September 1, 1929, when he was retired. He died on May 14, 1936.
2. Mrs. Elizabeth R. Bruner, employee in Woman's Residence Hall..... 525.55
Mrs. Bruner was in the service of the University from June 21, 1926 to June 21, 1936, the date of her death.

This report was received for record.

CONTRACT CHANGE ORDERS FOR MEDICAL AND DENTAL BUILDING

(36) Under the authorization of the Board of Trustees the following contract change orders for the second unit of the Medical and Dental College Laboratories Building, as recommended by the Physical Plant Department, have been authorized and are being presented for confirmation by resolution, as required by the State Director of the Federal Emergency Administration of Public Works:

Be it resolved, that the Board of Trustees hereby approves the action of the President of the University in authorizing the following change orders for the second unit of the Medical and Dental College Laboratories Building:

I. General Contract

Change Order No. 7

For provision of limit arms on all side-hung casement windows in accordance with Hope's Windows, Inc., drawing dated April 23, 1936, marked "A," all in accordance with quotation of J. W. Snyder Company, dated May 6, 1936..... \$1 721 00

For furnishing of bronze finger pulls on above casement windows in accordance with quotation of J. W. Snyder Company, dated April 20, 1936..... 576 00

For changing provisions of first paragraph to drilling and tapping only for later installation of limit arms, omitting limit arms at this time, deduct..... 1 181 00

Net addition..... \$1 116 00

Change Order No. 9¹

Change in the original specifications for brick mortar

from

- (1) Class "A"
Cement-lime mortar—composed of one part Portland cement, one part hydrated lime, or equivalent amount of lime putty and not more than 6 parts sand, or Medusa-Mix mortar in 1 : 3 proportion.
- Class "B"
Natural Cement Mortar—1 part bricklayers natural cement of ap-

¹Superseded by Change Order No. 9 (General Contract) approved July 10, 1936 (Minutes, page 5).

proved brand to which shall be added 3 parts lake sand, thoroughly mixed.

to

a mortar for brickwork as follows:

Pulverized quicklime shall be slaked, sanded to proper consistency immediately after slaking, and allowed to cool off for not less than 24 hours. This mortar shall be used for back up brick in contact with cut stone work. For all other brickwork, except in parapet walls, Portland cement in the amount of 8% by volume of the lime mortar specified above, shall be added to the lime mortar and mortar shall be thoroughly mixed in an approved type of power operated mortar mixer. Proportions of this mortar shall be approximately 1 part Portland cement, 3 parts lime, and 9 parts sand (1-3-9).

For parapet walls Class "C" mortar as originally specified shall be used.

For cut stone work Class "D" mortar as originally specified or lime mortar as specified above for brickwork in contact with cut stone shall be used. Joints in cut stone work shall be pointed with Class "D" mortar as originally specified.

This involves no change in contract price, nor increase in time required to complete the project.

II. *Plumbing Contract*

Change Order No. 3

- | | |
|--|-----------------|
| (1) For the omission of asphalt coating on threaded cast iron pipe, deduct..... | \$115 00 |
| (2) For the omission of one of the two prime coats of aluminum paint as specified in mechanical equipment rooms, deduct..... | 10 00 |
| <i>Total deduction</i> | <u>\$125 00</u> |

On motion of Mr. Barrett, these change orders were approved, with the provision that the matter of the mortar shall be referred to the Executive Committee when it is necessary to proceed with that part of the work.

CONSTRUCTION OF STUDENT CENTER BUILDING AS A FEDERAL PUBLIC WORKS PROJECT

(37) The Board of Directors of the University of Illinois Foundation at a meeting held on June 12, 1936, voted that the Board of Trustees of the University be asked to make an application to the Federal Government for an outright grant (with no loan) of funds which together with funds secured from other sources would be used for the construction of a Student Center Building. This request is based on a tentative plan discussed by the Directors which contemplates the following sources of funds for the construction of this building: (a) grant of Federal funds; (b) cash gifts from alumni and former students; (c) bond issue by the Foundation to provide the balance necessary.

The plan would probably require a small service charge against all students in the Urbana Departments of the University to produce an income sufficient to pay for the operation and upkeep of the building and to provide for the interest on the bonds and their amortization over a period of twenty years.

Since it was necessary to act promptly in filing such an application, the Executive Committee of the Board was consulted and it has authorized the filing of an application, subject to the approval of the Board of Trustees. The application submitted was for a grant of forty-five per cent, on a building estimated at this time to cost \$1,000,000, without equipment.

On motion of Mr. Barrett, the action of the Executive Committee was confirmed and the President of the University was authorized to supply all necessary information to the Federal authorities to secure this grant.

ELEVATOR MAINTENANCE CONTRACT

(38) A report that the maintenance contract with the Otis Elevator Company for maintenance on all elevators in the University buildings at Urbana has been cancelled in accordance with a provision in the agreement that it may be terminated in writing by either party.

This has been done on recommendation of the Director of the Physical Plant Department, who reported that it will be possible for the University to do the servicing and maintenance work at considerably less than the cost of the service under the contract. Since the Otis Elevator Company did not assume any responsibility in case of accidents or guarantee their work, there is no advantage to the University in continuing this arrangement.

On motion of Mr. Mayer, this action was confirmed.

WILLIAM E. LEVIS LOAN FUND

(39) The following offer from William E. Levis of the Class of 1913, President of the Owens-Illinois Glass Company:

June 1, 1936

Dr. A. C. Willard, President, University of Illinois, Urbana, Illinois

MY DEAR PRESIDENT WILLARD:

I have for some time been giving assistance to certain students, some of whom are in attendance at the University of Illinois, out of my own personal resources. I have come to the conclusion that my purpose would be more likely to be carried out successfully and permanently if the University would undertake the administration of such funds as I am personally able to make available for this use. I am, therefore, offering the University of Illinois to set up a loan fund in the amount and for the purpose hereinafter stated, to be administered by the University in general in the same manner as it now administers loan funds under its control.

If this proposal is accepted by the University, I shall deliver to the Board of Trustees securities and pay cash in the following amounts, and on the dates indicated:

On September 1, 1936, I shall deliver to the Board of Trustees of the University of Illinois promissory notes from persons to whom I have made loans and advances heretofore which have not been repaid, such promissory notes and obligations to be retained by the University, and collected according to their tenor, and the proceeds of the collection to constitute a loan fund to be used to make loans to qualified students or those who intend to become students at the University of Illinois; such notes will have an aggregate face value of approximately \$15,000.

On September 1, 1936, I shall pay to the Board of Trustees in cash the sum of \$5,000 which shall go into the student loan fund herein described.

On September 1, 1937, I shall pay to the Board of Trustees of the University of Illinois in cash the sum of \$5,000, and on September 1, 1938, an additional sum of \$5,000 in cash, all of which shall be added to the student loan fund herein described. The transfer of the notes and the gifts of cash herein mentioned shall be absolute and outright.

This student loan fund shall be known and described in University bulletins as the W. E. Levis Loan Fund, and shall be kept entirely segregated from all other funds controlled by the Board of Trustees.

In making loans to students or prospective students it is suggested that the University give preferential consideration to the employees or the children of employees of the Owens-Illinois Glass Company and of its affiliated or subsidiary companies and to applicants recommended by W. E. Levis. While it is suggested that preferential consideration be given the class of students of the type mentioned above, loans may be made from this fund, if the balance permits, to worthy students who qualify under the general regulations and conditions adopted by the University of Illinois in relation to the administration of loan funds. It is understood that as to all applicants for a loan who are not

employees or children of employees of the Owens-Illinois Glass Company or its affiliated or subsidiary companies nor such applicants who are recommended by W. E. Levis the conditions and regulations respecting the making of loans adopted by the University shall in all respects govern, and such student shall not become eligible for a loan until after he has been in attendance for at least one year at the University.

It is my wish that the interest on all such loans shall be charged at 4 per cent for the period of the loan up to a date one year after leaving school, or graduation, that the rate be then changed to 5 per cent until payment of the loan.

In so far as it is practicable to carry it out, it is my wish that the scale of repayments of loans made out of this fund shall be approximately as follows: all interest due and 10% of the principal one year after graduation or leaving school; all interest due and 20% of principal two years after graduation or leaving school; all interest due and 30% of principal three years after graduation or leaving school; and all interest due and the balance of principal four years after graduation or leaving school.

A student borrower who has been away from school for two full years shall be presumed to have left school unless satisfactory evidence is offered to rebut that presumption.

It would be my desire that the President of the University appoint a committee, not to exceed three members of the University Staff, to whom should first be referred all applications for loans from the W. E. Levis Loan Fund by prospective students or applicants who are employees or children of employees of the Owens-Illinois Glass Company or its affiliated or subsidiary companies. After such applications have been approved by this committee, it is understood that they will be subject to consideration and approval in the same manner as required for all loan applications under the general regulations of the University applying to such matters.

While it is my wish that the foregoing conditions respecting the administration of the loan fund hereby offered be carried out substantially as defined, I am willing to leave it to the discretion of the Board of Trustees of the University of Illinois to depart therefrom if at some time in the future circumstances should arise and conditions change, indicating the advisability of administering this fund in some of the details herein outlined in a different manner.

Yours very truly,
W. E. LEVIS

Under the authorization in the Statutes, I have accepted this gift for the University and have expressed to Mr. Levis the appreciation of the Board of Trustees and the University for his generous gift.

This report was received for record.

LOAN FUND FOR ENGINEERING STUDENTS

(40) The Real Cooperative Company (formerly the Engineers' Cooperative Society), organized several years ago by students and members of the faculty of the College of Engineering to conduct a book and general supply store for the benefit of students, is liquidating its assets. After paying all creditors' claims and all costs in the liquidating proceedings, the Company will have a balance of approximately \$2,442.46 (subject to a deduction for premium due on receiver's bond which will not exceed \$20) in cash, plus a claim of \$2,792.58 against a closed bank, and accounts receivable, although of doubtful value, of \$1,526.15. The liquidating receiver and the stockholders of the Company offer this cash balance, to be supplemented by dividends on the bank claim as received, to the University for use as a loan fund for the benefit of students in the College of Engineering, with no other restrictions, the fund to be administered under the regulations of the Board of Trustees governing other loan funds.

I have authorized acceptance of this gift.

On motion of Mr. Barrett, the action of the President of the University in accepting this gift was confirmed.

LITHUANIAN UNIVERSITY CLUB SCHOLARSHIP

(41) A report that the Lithuanian University Club of Chicago has announced that it will award a scholarship at the University of Illinois covering one year's tuition at the University for the academic year 1936-1937 to a student of Lithuanian descent who is a resident of Cook County, a member of the junior or senior class at the University (no graduate students will be eligible), who has a fair scholastic average, and who is in financial need.

On motion of Mr. Williams, this scholarship was accepted.

GRANT FROM AMERICAN PHILOSOPHICAL SOCIETY

(42) The American Philosophical Society, of Philadelphia, has offered Professor E. A. Culler, of the Department of Psychology, a grant of \$825 in support of his research work on the hearing of animals. The Society has a form of agreement, which it asks recipients of grants to sign, which includes among its provisions one that in the event of disability of the grantee the Society shall have the right to take over any of his unfinished work including manuscripts. There is also no provision in it concerning patentable discoveries, but it is unlikely that any patentable discoveries will arise from his research work.

The American Philosophical Society is a scientific organization interested in the promotion of scientific knowledge and is not interested in any profits arising from scientific discoveries. Professor Culler will advise the Society that he will personally accept the grant under the terms stipulated, and that immediately upon receipt of the funds they will be turned over to the University with the request that they be accepted and disbursed solely for his research work, but that otherwise they will be handled in accordance with the regulations of the Board of Trustees relating to such trust funds. The Society's reputation is such that in my opinion there is no question concerning the advisability of accepting this grant under these conditions, and I so recommend.

On motion of Mr. Williams, this grant was accepted as offered.

**GRANT FROM ROCKEFELLER FOUNDATION FOR PSYCHIATRY
INSTRUCTION IN COLLEGE OF MEDICINE**

(43) At the meeting of the Board on February 22, 1936 (Minutes, page 533), a report was presented of an offer from the Rockefeller Foundation of a grant of not to exceed \$15,000 annually for three years from September 1, 1936, to increase the facilities for instruction in psychiatry in the College of Medicine as an educational experiment. The Board accepted this grant under certain conditions. The Foundation does not desire to have any formal contract, specifying terms and conditions, but prefers to make the grant with the understanding only that the funds shall be used in accordance with the general terms discussed in correspondence between the Dean of the College of Medicine and the Head of the Department of Neuropsychiatry, representing the University, and the Director of the Medical Sciences of the Foundation.

These general terms do not conflict in any way with the Statutes and policy of the University; on the contrary, they permit a greater degree of freedom in carrying on the experiment.

This grant has now been officially appropriated by the Rockefeller Foundation, and I recommend its acceptance under the general conditions specified above.

On motion of Mrs. Freeman, this grant was accepted as recommended.

REPORT OF GIFTS

(44) The following report of gifts to the University:

1. Certain donors in Chicago, through Dr. N. C. Gilbert, \$500 for lectures on legal medicine by Professor George Burgess Magrath, of Harvard.

2. The American Medical Association Committee on Scientific Research, \$400 for the research work of Professor Isaac Schour, of the College of Dentistry, on the role of the parathyroids in calcium metabolism.

3. Mead Johnson & Company, \$2,000 for the study of irradiated ergosterol.
4. International Cellucotton Company, \$1,750 for a study on skin hygiene.
5. Standard Brands Company, \$1,750 for research on the antiseptic properties of the skin.

6. An anonymous donor, \$1,200 for the continuation of investigations of pressures exerted by granular materials in bins, which was started under a grant received in January, 1934, as reported to the Board on January 26, 1934 (Minutes, page 435).

7. National Warm Air Heating and Air Conditioning Association, \$250 for warm air furnace research and summer cooling. (Previous actions of the Board of Trustees: June 6, 1933, and June 15, 1935).

8. General Electric Company, \$200 to assist Dr. Geza de Takats in research in the field of vacuum and pressure therapy of vascular diseases.

9. Association of Manufacturers of Chilled Car Wheels, \$60 for the continuation of the investigation on the heat resistance of car wheels.

The following reductions have been made in the amounts of gifts previously reported, for the reasons indicated:

Du Pont de Nemours Company

Insecticide Evaluation Research discontinued.....\$416 74

Eli Lilly and Company

Research in Allergy. This item was reported as a separate gift,

but it is a part payment of \$1200 for research work on

"serum proteins," accepted December 15, 1934..... 600 00

This report was received for record.

PRELIMINARY STATEMENT CONCERNING BUDGET FOR 1937-1939

(45) A preliminary statement concerning the biennial budget for 1937-1939.

On motion of Mr. Barrett, this report was received for record and for further study.

INSTITUTE FOR SOCIAL DISEASES

(46) The Joint Committee of the Department of Public Welfare and the College of Medicine on the Operation of the Research and Educational Hospitals has considered the possibilities of acquiring a building for use as an Institute for Social Diseases or Urological Institute. Two buildings are under consideration, viz.: (1) The Jewish Charities Building at Selden and Wood Streets; and (2) The Durand Hospital and the McCormick Institute for Infectious Diseases.

Reports have been submitted by a special committee on the cost of purchasing, remodeling, and equipping each of these buildings for this purpose, and at the request of the Joint Committee the reports are being submitted to the Board of Trustees.

This matter was referred to the Committee on Chicago Departments for consideration and report.

REQUEST OF ILLINOIS ASSOCIATION OF SANITARY DISTRICT TRUSTEES

(47) A report of an inquiry received from the Illinois Association of Sanitary District Trustees concerning the progress of sewage research and plans for the future. The Association also indicated that it would renew its efforts to secure an increased appropriation for the extension of this work in accordance with the proposal presented to the Board of Trustees in 1935 when the University's budget for the present biennium was under consideration by the Legislature.

Copies of the telegram received from the Association and the reply are herewith handed to the Secretary of the Board.

This report was received for record.

LOAN OF TRUCK TO WHITE MOTOR COMPANY

(48) A report that a White Model TBC Gunmount Truck, which is part of the equipment furnished by the War Department to the University for Military Training purposes, has been lent to the White Motor Company, of Cleveland, Ohio, the builders of the truck, for exhibit at the Great Lakes Exposition in Cleveland during the summer.

This company has agreed to be responsible for this truck, and to return it in as good condition as when it leaves (the University, through its Military Department, to be the sole judge).

On motion of Mr. Barrett, this action was approved.

SEVENTY-FIFTH ANNIVERSARY OF THE UNIVERSITY

(49) On March 2, 1943, will occur the seventy-fifth anniversary of the opening of the University. If any observance of that anniversary is to take place it is desirable that plans for it be under consideration for a few years prior thereto. The matter has been brought to the attention of the Board for any instructions which it may wish to give.

This matter was referred to the Committee on General Policy for consideration and report.

REQUEST OF STATE DEPARTMENT OF PUBLIC HEALTH FOR SPACE

(50) Two requests from the State Department of Public Health for space in the new Medical and Dental Building: (1) space for offices and bacteriological laboratories for certain of its public health diagnostic work, and (2) space for laboratories for a new division of Industrial Hygiene.

This matter was referred to the Committee on General Policy for consideration and report.

TIME OF JULY MEETING

On motion of Mr. Barrett, the Board voted to hold the July meeting at the Blackstone Hotel, in Chicago, at 9:30 a.m. on Friday, July 10, 1936.

SECRETARY'S REPORT OF CONTRACTS

The Secretary presented for record the following report of contracts executed by the President and the Secretary of the Board and deposited with the Secretary since the last report.

<i>Name</i>	<i>Date</i>	<i>Amount</i>	<i>Purpose</i>
Hatfield Electric Company	May 18, 1936	\$2 987 00	Electrical work, addition to Mining and Metallurgical Laboratory
Midwest Engineering & Equipment Co.	May 18, 1936	\$5 520 00	Air Conditioning Equipment to be installed in the Mechanical Engineering Laboratory

DEGREES CONFERRED IN JUNE, 1936

The Secretary presented also for record the following list of degrees conferred at the annual Commencement in June.

SUMMARY OF DEGREES, JUNE, 1936

Degrees in the Graduate School, conferred at Urbana:

Master of Arts.....	78
Master of Science.....	83
Civil Engineer.....	6
Electrical Engineer.....	1
Engineer Physicist.....	1
Doctor of Philosophy.....	64
<i>Total, Graduate School, Urbana.....</i>	<i>233</i>

Baccalaureate Degrees, conferred at Urbana:

Bachelor of Arts, College of Liberal Arts and Sciences.....	327
Bachelor of Science, College of Liberal Arts and Sciences...	102
Bachelor of Science, College of Commerce.....	191
Bachelor of Science, College of Engineering.....	187
Bachelor of Science, College of Agriculture.....	132
Bachelor of Science, College of Education.....	245
Bachelor of Science, School of Journalism.....	62
Bachelor of Science, School of Physical Education.....	22
Bachelor of Science, Library School.....	46
Bachelor of Science, College of Fine and Applied Arts.....	53
Bachelor of Fine Arts, College of Fine and Applied Arts....	15
Bachelor of Music, College of Fine and Applied Arts.....	8
<i>Total, Baccalaureate Degrees, Urbana.....</i>	<u>1,390</u>

Degrees in Law, conferred at Urbana:

Bachelor of Laws.....	46
Doctor of Law.....	1
<i>Total, Law.....</i>	<u>47</u>
<i>Total, Degrees Conferred at Urbana.....</i>	<u>1,670</u>

Degrees in Medicine, conferred at Chicago:

Bachelor of Science in Medicine.....	89
Certificate in Medicine.....	(134) ¹
Bachelor of Medicine.....	3
<i>Total, Medicine.....</i>	<u>92</u>

Degrees in Dentistry, conferred at Chicago:

Bachelor of Science in Dentistry.....	27
Doctor of Dental Surgery.....	22
<i>Total, Dentistry.....</i>	<u>49</u>

Degrees in Pharmacy, conferred at Chicago:

Pharmaceutical Chemist.....	9
Bachelor of Science in Pharmacy.....	34
<i>Total, Pharmacy.....</i>	<u>43</u>

Degrees in the Graduate School, conferred at Chicago:

Doctor of Philosophy.....	3
Master of Arts.....	1
Master of Science.....	10
<i>Total, Graduate School, Chicago.....</i>	<u>14</u>
<i>Total, Degrees Conferred at Chicago.....</i>	<u>198</u>
<i>Total, Urbana and Chicago, June, 1936.....</i>	<u>1,868</u>

Degrees conferred in August, 1935.....	118
Degrees conferred in October, 1935.....	228
Degrees conferred in February, 1936.....	267
Doctor of Medicine, conferred since June 7, 1935.....	145
<i>Total, Degrees Conferred Since Commencement in June, 1935....</i>	<u>758</u>
<i>Grand Total.....</i>	<u>2,626</u>

Degrees Conferred June 8, 1936, at Urbana

GRADUATE SCHOOL

Degree of Doctor of Philosophy

In Bacteriology

SUNSHINE E. PARK, A.B., M.S., 1925, 1931.

¹Showing the completion of four years of work—not counted as degrees.

In Botany

- HENRY CLYDE EYSTER, A.B., Bucknell University, 1932; A.M., 1934.
ALAN STANLEY PEIRCE, A.B., M.S., 1932, 1933.

In Chemistry

- LEE LINSLEY ALEXANDER, B.S., Illinois Wesleyan University, 1932; A.M., 1933.
MILO EVERETT BIXLER, A.B., Iowa State Teachers College, 1930; M.S., Iowa State College, 1933.
WESLEY STUART COE, B.S., Iowa Wesleyan College, 1933.
FRED ELMER CONDO, B.S., M.S., 1931, 1933.
THOMAS GAUNT COOKE, B.S., 1925.
SCHEURING SESSION FIERKE, B.Ed., Southern Illinois State Normal University, 1932; M.S., 1933.
JOHN LUKINS GRING, B.S., M.S., 1932, 1933.
JAMES KENNETH GUNTHER, B.S., Knox College, 1932; M.S., Cornell University, 1933.
EVELYN MARGARET HANCOCK, A.B., Duke University, 1930; A.M., 1933.
JAMES OWEN HENDRICKS, A.B., Wabash College, 1931.
GORDON DALE HIATT, A.B., DePauw University, 1933; A.M., 1934.
CHI-YI HSING, B.S., Catholic University of Peking, 1933; M.S., Catholic University of America, 1934.
HUGH HENRY HULLY, A.B., Simpson College, 1932; A.M., 1933.
ROBERT JOHNSON, B.S., M.S., 1930, 1934.
HAROLD GARRETT KOLLOFF, A.B., Kalamazoo College, 1933.
MARLIN TEMPLETON LEFFLER, A.B., Miami University, 1932; A.M., 1933.
RUPERT CLARKE MORRIS, B.S., Mississippi State College, 1932.
DEXTER HAROLD REYNOLDS, A.B., University of Missouri, 1932; M.S., University of Arizona, 1933.
JOHN A. SCHAAD, B.S., 1931.
LEONARD R. SCRIBNER, A.B., A.M., Albion College, 1932, 1933.
ALBERT F. SMITH, B.S., Oklahoma Agricultural and Mechanical College, 1932.
MEREDITH PLEASANT SPARKS, A.B., A.M., University of Indiana, 1927, 1928.

In Classics

- LOYD WILLIAM DALY, A.B., Knox College, 1932; A.M., 1933.
LEVI ROBERT LIND, A.B., A.M., 1929, 1932.
ROBERT CONRAD STONE, A.B., Wheaton College, 1933; A.M., 1934.

In Dairy Husbandry

- ORLANDO FORD GARRETT, B.S., M.S., 1926, 1930.

In Economics

- HARRY KENNETH ALLEN, B.S., M.S., 1920, 1932.

In Education

- RAYMOND HENRY FISHER, A.B., A.M., Stanford University, 1929, 1930.

In Engineering

- JOHN BABCOCK BAKER, B.S., M.S., 1921, 1924.
THOMAS NEWKIRK McVAY, B.S., M.S., 1914, 1926.
ROLLAND GEORGE STURM, B.S., University of Nebraska, 1924; M.S., 1926.
CLYDE LOWRY THOMPSON, B.S., M.S., 1927, 1930.
WILLIAM JOSEPH WARREN, B.S., University of Santa Clara, 1931; M.S., 1933.
HAROLD EVERETTE WESSMAN, B.S., M.S., 1924, 1925.

In English

- ROBERT LEE BLAIR, A.B., A.M., Ohio State University, 1928, 1929.
ERNEST CLAUDE COLEMAN, A.B., 1924; A.M., University of Wisconsin, 1927.
GLENN PERCIVAL HASKELL, A.B., Oberlin College, 1925; A.M., Syracuse University, 1929.

In Entomology

ELIZABETH MADELEINE HEISS, B.S., M.S., Purdue University, 1929, 1932.
 CLYDE WILSON KEARNS, B.S., Colorado Agricultural College, 1931; M.S., 1933.
 CHARLES STOCKMAN SPOONER, A.B., Cornell University, 1907; A.M., 1917.

In Geology

DONALD DESMOND UTTERBACK, A.B., M.S., 1930, 1932.

In History

NORMAN WARD CALDWELL, B.Ed. Southern Illinois State Normal University, 1931; A.M., 1934.
 GRANVILLE DANIEL DAVIS, A.B., University of Arkansas, 1930; A.M., 1931.
 VAIRANAPILLAI MATHURAMUTHU SAMUEL, A.B., University of Madras, 1929; B.D., Chicago Theological Seminary, 1932; A.M., University of Chicago, 1933.

In Mathematics

ALBERT CLARK BURDETTE, A.B., Oakland City College, 1927; A.M., Indiana University, 1931.
 CUTHBERT CORWIN HURD, A.B., Drake University, 1932; M.S., Iowa State College, 1934.

In Physics

WELDON HENRY BRANDT, A.B., North Central College, 1931; M.S., 1933.
 ROBERT BRUCE HORSFALL, JR., A.B., Reed College, 1930; A.M., 1933.
 GILBERT DEFOREST KINZER, B.S., M.S., 1931, 1932.
 POLYKARP KUSCH, B.S., Case School of Applied Science, 1931; M.S., 1933.
 KERON CALDWELL MORRICAL, B.S., M.S., 1929, 1933.
 SAMUEL GEORGE WEISSBERG, B.S., University of Pittsburgh, 1930; M.S., 1932.

In Political Science

CLYDE FRANK SNIDER, A.B., A.M., University of Kansas, 1928, 1930.
 WALDO EMERSON WALTZ, B.S., Northeast Missouri State Teachers College, 1924; A.M., University of Missouri, 1927.

In Psychology

WILFRED JOHN BROGDEN, A.B., 1933.

In Romance Languages

FRANCIS OSBORNE ADAM, JR., A.B., William and Mary College, 1926; M.L., University of Mexico, 1927.
 DOROTHY REEVES BREEN, A.B., A.M., 1926, 1927.
 WILLIAM PAUL DISMUKES, A.B., A.M., Vanderbilt University, 1926, 1927.
 CHARLES GILBERT ROWE, A.B., Vanderbilt University, 1928; A.M., Indiana University, 1929.

In Zoology

WARREN ANDREW, A.B., Carleton College, 1932; M.S., Brown University, 1933.
 THURAL DALE FOSTER, B.S., Shurtleff College, 1924; M.S., 1931.

Professional Degrees in Engineering*Degree of Civil Engineer*

BENJAMIN MORRIS KLOWDEN, B.S., 1922
 RICHARD THORSTEN LARSEN, B.S., 1929
 FREDERICK WILLIAM PANHORST, B.S., 1915
 WILLIAM HALL THOMAN, JR., B.S., 1924; M.S., University of Colorado, 1933
 CHARLES DAVIS VAIL, B.S., 1891
 HERBERT LEROY WHITE, B.S., 1924, 1926

Degree of Electrical Engineer

WILBUR ROSS APPLEMAN, B.S., 1928

Degree of Engineer-Physicist

NELSON EVERETT SOWERS, B.S., 1924; A.M., Columbia University, 1927

Degree of Master of Arts*In Botany*

WILLIAM MARVIN MARBERRY, B.Ed., Southern Illinois State Normal University, 1935

In Chemistry

JOHN WAYNE COLE, A.B., DePauw University, 1935
CHARLES LEROY FLEMING, JR., A.B., Dartmouth College, 1935
LAWRENCE CARROLL OLSON, A.B., Augustana College, 1934

In Classics

GAYLIA MYRNA GOODE, A.B., Eureka College, 1935
RAMONA MAE LOTHIAN, A.B., Illinois College, 1935
EILEEN PATRICIA RYAN, A.B., Monmouth College, 1935

In Economics

ERVIN KENNETH ZINGLER, A.B., Lawrence College, 1935

In Education

KERMIT BOND BEASLEY, Ph.B., Shurtleff College, 1929
ROBERT LOUIS CHAMPION, B.S., 1935
DAN MARSHALL HANSON, B.S., Parsons College, 1931
KATHRYN RUTH HOWE, A.B., Olivet College, 1932
HELEN MARY KENT, A.B., Oberlin College, 1923
NOEL MOSHER, A.B., Lombard College, 1927
ALICE ADA PARKER, A.B., Washington University, 1934
LEWIS ELLSWORTH SABIN, A.B., Illinois College, 1934
GRACE POPE SNYDER, A.B., 1935

In English

EDGAR FREDERIC BENNETT, A.B., 1933
WILLIAM FERDINAND EKSTROM, A.B., 1935
LOTTIE ROSE FLETCHER, B.S., 1934
JANICE ELAINE GREIDER, A.B., 1935
MARY KATHERINE HANSEN, A.B., 1934
OLIVE ANN KIRKPATRICK, A.B., 1934
CONSTANCE NICHOLAS, A.B., Carthage College, 1935
JOHN KERKER QUINN, A.B., Bradley Polytechnic Institute, 1933
WILLIS MARION SIMONS, A.B., University of Arizona, 1935

In Entomology

DWIGHT POWELL, A.B., 1933

In Geology and Geography

SYLVESTER WARREN DICKSON, A.B., 1935
DAVID MARCEL LARRABEE, A.B., Dartmouth College, 1932

In German

NORMAN ANTON McQUOWN, A.B., 1935
ALFRED CHARLES FREDERICK SCHERER, A.B., 1934

In History

FLORENCE REBEKAH BEATTY, A.B., Fisk University, 1933
EUGENE MAUR BRADERMAN, B.S., Temple University, 1935
ESTHER BRINEY, A.B., 1935
MERLIN GWINN COX, A.B., 1935
CATHERINE ELIZABETH GREGORY, B.S., 1934

ERNEST MELVIN HALL, B.S., 1934
 MARY ELEANOR HARROD, A.B., Eureka College, 1933
 RAYMOND ELTON HAYES, Ph.B., University of Chicago, 1928
 ESTHER ELIZABETH MCKENZIE, A.B., DePauw University, 1935
 GEORGE ROGER MAYHILL, B.S., Purdue University, 1932
 KENNETH DALE RAAB, A.B., 1935
 DELIGHT MARIAN SWANSON, B.Ed., Illinois State Normal University, 1935
 GEORGE WILLIAM WAKEFIELD, B.S., 1935
 ELEANOR GRACE WARNER, A.B., MacMurray College, 1935
 DELORIS WILLIAMS, A.B., 1928

In Library Science

EDITH McROBERTS KUSCH, A.B., Culver-Stockton College, 1928; B.S. (Lib.), 1929
 RALPH WENDELL McCOMB, Ph.B., University of Chicago, 1929; B.S. (Lib.), 1932
 GENIE JOHANNA PRESTON, A.B., Northwestern University, 1914; B.S. (Lib.), 1928
 HENDRINE ROZENDAL, A.B., Dakota Wesleyan University, 1925; B.S. (Lib.), 1932

In Mathematics

RUGES RICHMOND FREEMAN, JR., B.Ed., Southern Illinois State Normal University, 1935
 NORMAN ALBERT GOLDSMITH, B.Ed., Eastern Illinois State Teachers College, 1932
 DONALD EUGENE KIBBEY, A.B., 1935
 ANDREW OLIVER LINDSTRUM, JR., A.B., Harvard College, 1935

In Philosophy

JOHN MUELLER ANDERSON, A.B., 1935

In Physics

ROGER WRIGHT WILLIAMS, A.B., Hanover College, 1935

In Political Science

HSIOH-YING LU, A.B., University of Nanking, 1931
 PAUL DEWITT MULKEY, B.Ed., Southern Illinois State Normal University, 1935
 EDMOND FAIRLIE RICKETTS, A.B., 1935
 HAROLD MEYER SIMON, A.B., 1935
 WEI-PING TSAI, B.S., A.B., University of Nanking, 1933, 1935
 HELEN MADELEINE WECKEL, B.S., 1933
 LAWRENCE BERTELL WILSON, A.B., 1935

In Psychology

WILLIAM FREDERICK THOMAS, A.B., Miami University, 1935
 JOHN MAURICE WILLMANN, A.B., 1935

In Romance Languages

ALICE JACQUETTE APPELL, A.B., 1935
 OSWALD ALBERT BOITELL, Ph.B., Wheaton College, 1935
 ROY RALSTON BUSHART, A.B., 1934
 SALLIE EMERY FLINT, A.B., Sweet Briar College, 1935
 MARIA ERCILIA KILER, A.B., 1934
 LAURANCE WARD LASAGE, A.B., 1935
 ELIZABETH FRANKLIN LOEFFLER, B.S., 1934
 ALMA ANGELA McLAUGHLIN, B.S., 1935
 NORMAN NIELSEN, A.B., Nebraska State Teachers College, 1934
 ELENORE MAXINE REYNOLDS, B.S., 1935
 REVAROSE ATLAS WALLINS, A.B., James Millikin University, 1934
 DOROTHY STUTTLE WHEAT, A.B., 1934

In Sociology

ESTHER CORINNE MARTINSON, B.Ed., Moorehead State Teachers College, 1930;
 A.M., University of Iowa, 1933

Degree of Master of Science*In Accountancy*

- HERBERT WARREN DUSTIN, B.S., University of Florida, 1935
NOAH FETTER, A.B., Marshall College, 1934
DONALD KENNETH GRIFFITH, A.B., State College of Washington, 1935
EDWARD JAMES KIRKHAM, B.S., Miami University, 1934
EDWARD CHARLES KONCHAL, B.S., 1935
TSING-HAO KUNG, B.S., Chiao Tung University, 1930

In Agricultural Economics

- LYMAN CONWELL CHISM, B.S., 1935
JOHN WILLIAM GREEN, B.S., Purdue University, 1920
RAYMOND CHARLES KUHN, B.S., 1928

In Architecture

- EUGENE FERDINAND HENRY STOYKE, B.S., 1935

In Bacteriology

- MAURICE DeLAP COOK, B.Ed., Illinois State Normal University, 1934
CHARLES MARION FORD, B.S., 1932
JESSE WALTER HOFER, A.B., 1935

In Botany

- PAUL CLIFFELL LEMON, A.B., University of Nebraska, 1935
JOHN DAVID MEES, B.Ed., Southern Illinois State Normal University, 1931
SHIRLEY NIELSEN PLOETZ, B.S., 1934

In Ceramics

- FAY VA NISLE TOOLEY, A.B., 1932

In Chemistry

- SAM BERNARD BECKER, B.S., 1935
CLYDE MARVIN BERRY, B.S., McKendree College, 1933
MARTIN FEIGENBAUM, B.S., Brooklyn College, 1934
DANIEL HERSCHOLD GOODMAN, A.B., Brooklyn College, 1935
RALPH VERNON GREEN, B.S., 1935
JOHN HARRIS HASLAM, B.S., 1935
RICHARD DOUGLAS KLEENE, B.S., 1935
WILLIAM EMIL LUNDQUIST, B.Ch.E., University of Minnesota, 1934
JAMES ALVAH McHARD, B.S., 1935
ROBERT JAMES MADDEN, A.B., 1935
SIMON SHALE NEWMARK, A.B., Western Reserve University, 1935
ELDON EMERSON RICE, A.B., DePauw University, 1934
ALVIN GEORGE SHARP, B.S., 1935
SISTER MARY JOSETTA BUTLER, R.S.M., B.S., St. Xavier College, 1935
CHARLES SLOBUTSKY, B.S., 1933
FRANK MILTON STUBBLEFIELD, A.B., 1932
JOHN HAMILTON VAN CAMPEN, B.Chem., Cornell University, 1935
CLARENCE HADLEY WALTON, B.S., McKendree College, 1935

In Civil Engineering

- IBRAHIM SABIT AKSOY, B.S., Robert College, 1935
FU HUA CHEN, B.S., University of Michigan, 1935
VI-SING HYUI, B.S., St. John's University, 1932
MAJID-UD-DIN KEMAL JABRI, B.S., Robert College, 1935
DJEMAL KIAMIL, B.S., Robert College, 1935
BENN JOSEPH LELAND, B.S., 1934
EDGAR JOHN JACOB LUETZELSCHWAB, B.S., 1934
NEWLIN DOLBEY MORGAN, JR., B.S., 1935
EKREM ORHON, B.S., Robert College, 1935
JOHN RAYMOND SNELL, B.E., Vanderbilt University, 1934

LINCOLN K. TAN, B.S., Chiao Tung University, 1931
FENNER HARVEY WHITLEY, JR., B.S., North Carolina State College, 1932

In Dairy Husbandry

JACOB GERALD CASH, B.S., 1931

In Economics

WENDELL FRANCIS BARCLAY, B.S., 1934
PHILLIP RANDOLPH KASIK, B.S., 1935
ARTHUR LINCICOME, B.S., 1928

In Education

LOUIS ALEXANDER ASTELL, A.B., 1924
CARROLL LIVINGSTON DUNN, B.Ed., Eastern Illinois State Teachers College, 1925
LARA MILTON HARDIN, B.Ed., Illinois State Normal University, 1926
ELMER AUGUST MEYER, B.S., 1930
HENRY ARTHUR REIMANN, B.Ed., Illinois State Normal University, 1935
LAWRENCE ERVIN SMITH, B.S., Indiana State Normal School, 1927
STEPHAN TOMA, B.S., Kansas State Teachers College (Emporia), 1935
VIDA MARIE WICKS, B.S., 1935

In Electrical Engineering

WESLEY WILSON BROOKS, B.S., 1933
NOBEL HERMAN KOERTGE, B.S., 1934
SIMON LEE WEILER, B.S., Southern Methodist University, 1935

In Entomology

GEORGE YOUSUF BIJJANI, A.B., Alma College, 1934
CARL KESTER DORSEY, A.B., Westminster College (Mo.), 1933
WILLIAM EDWARD McCaULEY, B.S., 1933
HOWE ELLIOTT McCLURE, B.S., 1933

In Geology and Geography

WALLACE WOODROW HAGAN, B.S., 1935
PHILIP PATCHIN WOLCOTT, A.B., 1935
WILLIAM FREDRICK WRATH, B.S., 1935

In Home Economics

JEANNETTE LEONA COHEN, B.S., 1934

In Library Science

ELLEN PAULINE JACKSON, A.B., Hastings College, 1931; B.S. (Lib.), 1933
AUGUST EDWIN REYLING, A.B., St. Joseph's Seraphic College, 1925; B.S. (Lib.),
Western Reserve University, 1932

In Mathematics

WARREN AMBROSE, B.S., 1935

In Mechanical Engineering

JOHN SYMONDS CUNNINGHAM, B.S., University of Maine, 1933

In Physics

SCOTT ANDERSON, B.S., Illinois Wesleyan University, 1935
BYRON THORWELL DARLING, B.S., 1933
ROBERT CUSHMAN WYCKOFF, B.S., 1935

In Theoretical and Applied Mechanics

HUI CHIU CHOU, B.S., Chiao Tung University, 1931
TILFORD ANDREW OLSON, B.S., 1934

In Zoology

RICHARD JOSEPH COSTLEY, B.S., Utah State Agricultural College, 1934
 PAUL ALLEN MEGLITSCH, B.S., 1935
 WILLIAM CHARLES STARRETT, B.S., 1934
 WILLIAM ALLEN SUMMERS, A.B., 1935

COLLEGE OF LIBERAL ARTS AND SCIENCES

Degree of Bachelor of Arts*In Liberal Arts and Sciences*

EDWIN MELVILLE ADAMS, JR.	MARJORIE BROWN
FRANCES JANET ADLER	MARY ELLEN BROWN, with Honors in
WILLIAM HERBERT ALEXANDER	Sociology
BETTY COLT ALLEN	LAVARA HARRIET BRUMBAUGH
WILLIAM HAMMOND ALLEN, with	GEORGE BUDWAY
Honors in Geology	MARY LENORE KENNY BUNDY
OLAF WILL ALLISON	CORNELIA BURGE
MARY CAROLINE ANGELL	LORRAINE LILLIAN BURGHARDT
PHOEBE JOHNSON ARDEN, with High	LEE MELVILLE BURKEY, JR.
Honors in Botany	WILLIAM JACKSON BURNS, with High
LYDA-MAE ARMSTRONG	Honors in Philosophy
LLOYD CHARLES ARTZ	ROBERT GORDON BURNSIDE
KATHRYN ARNOLD ASHBY	DOROTHY MAE BURRIS
CHARLES DOUGLAS ASHMORE	JOHN CONRAD BUSHMAN
WILLIAM ALEXANDER ATTAWAY	ROBERT JAMES BUSWELL
GENEVIEVE E. AUER	RICHARD PORTER CADDICK
JAMES MARTIN BAGGOTT	JOSEPH ARKELL CAMPBELL
EVELYN BAKER	OSVER PAUL CARMİ
ALBERT OSCAR BARD	THELMA DANNER CARPENTER, with
MARGARET JANE BARKER, with Honors	Honors in Sociology
in French	MARY MARGARET CASPER
WINNIFRED MARY BARKER	MARGARET MAE CHAPIN, with Honors
GEORGE DALLAS BARNES	in History
WILLIAM HENRY BARRICK	JEROME ROTH CHURCHMAN
MARK HUELSTER BEAUBIEN	CHARLOTTE CARTER CLEMENTS
CARY ANN BECHLY	KATHERINE LOUISE CLINE, with
BERNARD BERKOVITZ	Honors in Political Science
DELPHIA PAULINE BIGGS	ELOISE MABLE COCHRAN
BAYARD WALLACE BLOSSAT	MARGARET MAXINE COCHRAN
BARBARA PAULINE BISCHOFF	MIRIAM MARGARET COCHRANE
BARBARA JANE BLACK	MARIE ROBERTA COLEMAN
THOMAS PHILIPS BOARD	HELEN MIRIAM COOPER
HELEN VIRGINIA BOGG	MARY JANET COURTRIGHT, with Honors
NELLIE DELILLIAN BOND	in French
DOROTHY JANE BORCHARDT	ROBERT THOMAS CROCOMBE
LYLE BENJAMIN BORST	WILLIAM EDWARD CROCOMBE, JR.
DONALD GEORGE BOTTERON	HELEN MAY CUNNINGHAM
VICTOR BOUTIN	HESTER THOMAS DAILY
KATHRYN VIRGINIA BOWEN	WILBUR FREDRIC DANIELSON
ANITA ANNE BOYD	THOMAS CALVIN DAVIDSON
JOHN MARCUS BOYER	ELVA HARWELL DAVIS
KENDALL ROBERT BRADLEY	LOIS ESTELLA DAVIS
EVELYN BRAEUTIGAM	CHARLES BRACE DAWSON
JOHN JOSEPH BRANDLIN	CLARA JANE DAYTON, with Honors in
BERNICE SYLVIA BRANDT	French
JOHN CLINTON BROGAN	ALICE ISABELLE DEAL
EDITH GERTRUDE BROOK, with Honors	WILLIAM LEWIS DUNN, JR., with
in English	Honors in Chemistry

- HORTENSE LOUISE EHRLICH
 THERESA CAROLINA EHRLICH
 EDITH REGINA EISNER
 FREDERICK JACOB FAHRION
 MARY RITA FARLEY
 RUTH LORRAINE FEHR
 LOUISE BEATRICE FENOGLIO, with
 Honors in French
 HAROLD OTTO FICHTE, with Honors in
 Political Science
 BERNICE ADELE FINE
 MILDRED ALEEN FISHER
 RICHARD FORREST FISHER
 WILLIAM SAMUEL FISHMAN, with High
 Honors in Political Science
 LORETTA ESTHER FOELLINGER
 VIRGINIA GRACE FOERSTERLING
 FRANK JUNIOR FORNOFF, with High
 Honors in Chemistry
 DOROTHY JEANETTE FRANCIS
 MARION C. FRANK
 ALLEN ALEXANDER FREEMAN
 JEFFREY LEONARD FRIED
 EVELYN SUE FRIEDLAND
 ROGER FRUIN
 BELLE MARGUERITE FULLERTON, with
 Honors in English
 CHARLES RICHARD FULMER
 HELEN WILHELMINA GAEDE
 MARY AUGUSTA GALE
 DOROTHY MARILYN GARRETT
 CHARLES BYFORD GARRIGUS
 THOMAS CONOVER GATELY
 ROSARIO ANTHONY GAZIANO, with High
 Honors in History
 HERBERT GLAZER
 JUANITA GOIN
 WILLIAM JACOB GOLDBERG
 BOYD FRASER GOLDSWORTHY, with High
 Honors in Political Science
 CLARENCE JAMES GOODNIGHT, with
 Honors in Zoology
 PHILIP EDWIN GORE
 SPENCER HAROLD GORE
 MARGARET HELEN GORTON
 RUTH ADELINE HACKLEY
 EUNICE STANFORD HALL
 ROBERT EMERSON HALLBERG
 JOSEPH JACOB HALLETT, with Honors
 in Chemistry
 WENDELL BARRETT HAMILTON
 LOUIS EARL HARTMAN
 MARJORIE ROSE HARTMAN, with
 Honors in History
 HELLMUT ARTHUR ALBIN HARTWIG
 EDWARD FRANCIS HAUNGS
 JULIA JUANITA HENDERSON, with
 Honors in Political Science
 HOWARD PAUL HETZNER, with High
 Honors in Chemistry
 HOWARD HAROLD HEYMAN
 MARY ISABELLE HIGGASON
 FRANK M. HILPERT
 EDWIN RUSSELL HODGES
 ROBERT JOHN HOEFFLIGER
 ELSA LOUISE HOHENADEL, with Honors
 in German
 JOHN OTIS HONNOLD, JR., with High
 Honors in Political Science
 EDWARD NEWELL HOWARD
 MABEL LOIS HUBBARD
 CAROLINE BURRY HUEY
 HARRIET TOWNLEY HUNTER
 JOHN JOSEPH HUTCHINSON, with
 Honors in Chemistry
 HELEN FRANCES JACKSON, with High
 Honors in History
 OREL WHITAKER JACOBS
 WILLIAM BARRETT JACOBS
 EILEEN ESTHER JOHNSON
 BRUCE MARSHALL JONES
 PARMELEE DELOS JONES
 LETHA ESTELLE JONTZ
 MARGARET MACNAIR KAHLER, with
 Honors in English
 MARVIN IRVING KAHN
 ISADORE ARTHUR KAMIEN, JR., with
 Honors in Political Science
 EMILY DOROTHY KASCH
 EDWARD FELIX KENEHAN
 RUTH ELIZABETH KENNINGTON
 MARY CATHERINE KERSHAW
 JULIUS VALENTINE KIMPEL
 DONAN CHARLES KIRLEY
 MAXINE LENORE KITTERMAN, with
 Honors in Political Science
 ALBERT HENRY KRUSEMARK
 JOHN BRUCE KUNEY, JR.
 JULIA MILDRED LAKE
 FRANCES ELIZABETH LEASURE
 CLARIBEL LEE, with High Honors in
 English
 FREDERIC EDWARD LEE, JR.
 MARGARET LOUISE LEHMANN, with
 Honors in Political Science
 JAMES FRANCIS LEMNA
 MARJORIE LOUISE LEWIS
 MARY FRANCES LEWIS
 THOMAS ARTHUR LINDLEY
 RUTH AYRES LIPSCOMB
 PEARL RITA LOCKHART
 JACK B. LORTZ
 WILLIAM CHARLES LUBY
 ELIZABETH MARY LUCKHARDT, with
 Honors in German
 JOHN CARSON LUMBATTIS
 FOREST SAMUEL MCCALLISTER
 DORIS MARDELE MCCANN
 ELIZABETH JANE MCCARTY
 EDWARD THOMPSON MCDAVID
 SARA JANE MCEVOY
 DEAN SMITH MCGAUGHEY

KATHERINE McMAHON, with Honors in French

JOHN JACOB McNEIL

ROBERT LOWRIE McNEIL

ALICE LAURETTA MADDEN

JOSEPH EDWARD MANN

DOROTHY VANESSA MANOCK

MARGARET MERRIAM

MARY ELIZABETH MERRILL

BURTON HARRIS MEYER

THOMAS AGATINO MICALI, with High Honors in History

ELEANOR JEAN MIELKE

FRANK VERNON MILLER

HAROLD BENTON MILLER

VIRGINIA BENNETT MILLER

VIRGINIA IRENE MILLER

HARLAN MANSFIELD MIZE, with

Honors in French

ROBERT W. MONTAGUE

MADGE ELIZABETH MOORE

ROBERTA JUNE MORRIS

DOROTHY SNYDER MORTHLAND

GEORGE HARLEY MOSELEY, JR.

MAX BEST MUELLER, with Honors in Chemistry

WILLIAM BRUCE MUNSON, with High

Honors in History

ADELE PAULINE MYLASHUS

CARL ROBERT NEWMAN, with Honors in Chemistry

CHARLES VINCENT O'HERN, JR.

HELEN RUTH OLANDER, with Honors in Zoology

DORWIN BOND O'NEAL

MARGARET BAIRD O'NEAL

RETA BOND O'NEAL

ROBERT McDANIEL ORR

FARNUM GEORGE OSTER

KLUSMAN PARKS

AMADO CACCAM PATACSIL

CYRIL GEORGE PECKHAM

HARRIETTE MERTEN PEEL

ROSAMOND ROOD PENWELL

MARY IOTA PEPPERDINE

WILLIAM ANDREW PHILLIPS

BEATRICE JANE PIERSON, with Honors in English

ROBERT E. PILCHER

GEORGIA PITNER

M. HENRY PITTS

ROBERT IRVING PITZELE

PERRY HASKELL PLUMMER, JR., with Honors in Political Science

RUSSELL ELDRIDGE POTTINGER

DONOVAN EARL PRATT, with High Honors in English

STEPHANIE AGNES PREDIKA

MARY ANN PRICE

GEORGE POND PROCTOR

ALBERT PUCCI

ROBERT HARWOOD QUAYLE, JR.

KATHRYN THOMPSON RABY

BEN FROEBE RAILSBACK, with Honors in Philosophy

DOROTHY MARIE RANDALL

THOMAS VANCE RANDOLPH

JOSEPHINE LOUISE RASMUSSEN

JESSE PAUL REED

MARY LOUISE EVA REISNER

ADRIAN RICHARD REVELL

CHARLES DEAN RICE

ROSEMARY ELIZABETH ROBERTS

ROBERT ROGERS, with High Honors in Physics

FORREST CHARLES ROHR

RENATO IGNACIO ROSALDO-HERNÁNDEZ

HENRY CLAY ROSSMAN, JR.

HOWARD ROVELSTAD

CATHERINE CORKERY ROWE

HARRY RUBENSTEIN

EMILY JOSEPHINE RUE

AGNES MARGARET RYAN

ALBERT SAIKLEY

AUDREY AINSLIE SALINS

MIRIAM JEANETTE SAVAGE, with

Honors in Philosophy

MAURICE CARL SCHEWE, with

Honors in Botany

LEE ROY SCHILTZ

LOUISE MARGARET SCHINDLER

KENNETH CHARLES SCHRAUT, with Honors in Mathematics

KENNETH JAMES SCHUESSLER

ANNA MARIE SCHULTZE

GERTRUDE JANE SCHUYLER

ELEANOR MARION SELBACH

WILLIAM JOHN SHANNON, with Honors in Chemistry

MARGARET SCHIMMEL SHAW, with High Honors in History

SARAH ELIZABETH SHINN

EDNA BRADBURY SHOVE

FRANK JOHN SITZBERGER

JOHN WILLIAM SKULTETY

DOROTHY ELLEN SMITH

KEITH SKINNER SMITH, with Honors in History

KIRKER SMITH

ROTH SAMUEL SMITH

WHITNEY ELMER SMITH

ALBERT MELVILLE SNOOK

MILTON JOSEPH SOLOMON

RUTH ELIZABETH SOMMER, with Honors in Chemistry

WILLIAM A. SPENCE

HARLEY STIEHL

KATHERINE MAXINE STIENZ

WILLIAM PAUL SULLIVAN

JANE PAULA SWATEK

WILLIAM PHILLIPS TALBOT
 DOROTHY GERALDINE TAYLOR
 JOSEPH THOMAS TAYLOR
 MARGUERITE MERLE THEIS
 BETTY LOUISE THOMAS, with Honors in
 History
 EARL WESLEY THOMAS, with High
 Honors in Spanish
 EUGENE PAUL TURNER
 SHIRLEY LOUISE TURNER
 CHARLOTTE AMELIA UPP
 MARY RUTH VANDERBILT
 VIRGINIA WALKER VASEY
 FRANCES CHARLOTTE WALDO
 FRANKLIN DOLAND WANNER
 SOL WEINSTEIN
 WILLIAM WIENER WEISBERG
 BEATRICE HELENE WEISSENBORN
 MARGARET JANE WENDELL
 LOIS KATHERINE WHITE

IRA CONDUCT WHITEHEAD
 LLOYD L. WIGHTMAN
 CONSTANCE ISABEL WILKINSON
 BETTY WILLERTON
 JOHN RAYNESFORD WILLIAMS
 MARION ALICE WILLIAMS, with
 Honors in French
 WILLIAM H. WILLIAMS
 ELINOR MARGARET WILSON
 RUTH JANET WOODWARD
 JACK WRIGHT
 HAZEL ANNE YATES
 AUDREY ELIZABETH YODER, with High
 Honors in English
 JANET L. YOUNG
 LILLIAN HELEN YUNGER
 HERMAN HUGO ZACHGO
 EDWARD ALTEN ZEGERS
 MILDRED CATHERINE ZWEIG
 IRVING ALBERT ZWICK

In Home Economics

ALICE ELIZABETH BAUER
 GILDA BEVILACQUA
 RUTH ANN MOSHER, with High
 Honors

ALICE CAROLYN RICE
 MARY JOSEPHINE SCOVILL
 GRACE HOLDEN SHANKS

Degree of Bachelor of Science

In Liberal Arts and Sciences

LEOLA MAY CARLSON
 WILLIAM FRANCIS CAULFIELD
 ELMER WALLACE CAVINS
 JAMES WAHL CAWOOD
 DONALD NEWTON CLAFLIN
 VICTOR ROSS FARLOW
 FRANK WILBUR FISK, with High
 Honors in Entomology
 STUART HARVEY GINSBERG
 RICHARD COUMAINS HALL, with High
 Honors in Chemistry
 GEORGE GORDON HUDSON
 DELBERT CHARLES HUGHES
 EMILY REYNOLDS JONES
 CHARLES TASH KAPLAN
 FRANK ROBERT KONIUSZY
 LEONARD SCHOMER KRAUSE, with High
 Honors in Psychology
 KARL FREDERICK KREBS, with High
 Honors in Zoology
 EVELYN MARGARET LAURENCE
 WILLIAM ELMUS LINTON
 MARY JANE MCGUIGAN
 JAMES FRANKLIN MACLEAN

MARGARET ISABELLE MADDEN
 NELSON WAYNE MADER
 NANNETTE LAURA MILLER
 ROBERT MAXIMILIAN PERLMAN
 EDNA MAE PRATT, with High Honors
 in Zoology
 ROBERT CHARLES REINKE
 MARIE ELIZABETH RENZ
 FLORENCE EDITH ROHRER
 PEGGY RUDDY
 MAURICE JOHN SANDRETTO
 HARVEY M. SCHAMP
 RICHARD ALBERT SCHNEIDER, with
 Honors in Chemistry
 MARTHA ANN SELMEYER
 SISTER MARY REGINA MURPHY
 GERTRUDE MAXINE STOLL
 BRUNO JOSEPH VERBECK
 GERALD MESSNER WHITMAN, with High
 Honors in Chemistry
 LEE WHYTE
 MARIAN LOUISE WOOD, with High
 Honors in Chemistry

In Home Economics

ZULA CAROLYN CROSS
 FRANCES CLARK EWING
 MARY LOIS FRUIN, with High Honors
 MARGARET JANNETTE GAULT

HELEN OSTERBUR
 MARY ELIZABETH RUCKER
 SISTER MARY RAPHAEL LAINE

In Chemistry

ERNEST ERWIN ALLEN
 LAMOYNE DALE BEARDEN, with
 Honors
 HARRY CARROLL BECKER
 JOHN DAVENPORT BORROFF
 CHARLES WILLARD CARTER
 HARRY MURRAY CLARK, with High
 Honors
 THOMAS HENRY COOK
 MARTIN JOHN FISCHER
 ROLAND ERIC FLORIN, with Honors
 FRANK BENJAMIN FOLCKEMER
 HELEN ELIZABETH FROST
 STANLEY S. FRY
 EARL LAWRENCE GREENWOOD
 JOHN ROBERT HALL
 HARRY OMAR HEHNER
 MILES EDWARD HESS

IRVING ISAAC HORWICH
 ELDON MELTON JONES
 RUDOLPH LOUIS KARZMAR
 IRWIN WALTER KAUFMAN
 FRANK EUGENE MAPLE
 JOHN MARCUS MEAD
 DONALD BURTON MELVILLE, with
 Honors
 HENRY ALEXANDER PACEVITZ
 THOMAS DONALD ROBERTSON
 JAY RUFFNER SCHENCK, with Honors
 CARL F. SEGAL, with Honors
 CHARLOTTE LOUISE SOUTHWICK
 JAMES FRANK VACHERLON, with
 Honors
 WINSTON JOE WAYNE, with High
 Honors
 LEON EUGENE WENER

In Chemical Engineering

GEORGE THOMAS AUSTIN
 EMIL FREDERICK BLASE
 ROBERT LEE BLOHM
 CHARLES THOMAS CLARK
 FREDERICK COOK
 ROBERT EMMETT COX
 SAMUEL CZUBA
 WALTER FOSTER
 LEE EDWARD FRYE
 MARTIN GOLDBECK, JR.
 FRANK JOSEPH KOLAR, JR.
 CHARLES JOSEPH LERNER
 JOHN CHARLES LEVENSON, JR.
 JAMES O'HARA MALONEY

CLIFFORD THOMAS NICHOLSON
 ROBERT WILLARD PACHALY
 VERNON GEORGE PARKER
 CLIFFORD AUSTIN PLUMMER
 FREDERICK JAMES PORT, JR., with High
 Honors
 FRANK JOSEPH RADA, JR.
 ALBERT EUGENE SCHUBERT, with
 Honors
 RHEA WILSON TURNER
 RICHARD ALBERT WASZ
 JERROLD DEANE WEAR
 WILLIAM RALEIGH WHEELER

COLLEGE OF COMMERCE AND BUSINESS
 ADMINISTRATION

Degree of Bachelor of Science

In Accountancy

LAWRENCE WARD AGNEW
 FRANCIS WILLIAM ANDERSON
 BEN ANDREW BARNES
 JAMES DANIEL BENNER
 HERMAN BERGER
 JAMES RUSSELL BLAKEMORE
 ALLAN JAMES BRYDEN
 ROBERT BRUCE CAMPBELL
 JOHN CERUTTI
 THOMAS GORDON CONAGHAN
 GILLARD DONALD DEARLOVE
 JAMES LAWRENCE DEPLER, with High
 Honors
 FRED EDWARD LEE DUEKER
 WILLIAM MORRIS ELMER
 HAROLD VINCENT GEBHART, with
 Honors

HARVEY WILBUR GEIST, with High
 Honors
 STANLEY DEAN HAMMAN
 ELSUM GROVE HEDGES
 THOMAS RAYMOND HILL, with Honors
 HAROLD ARTHUR HOFFMAN
 DONALD ERNEST HOPWOOD
 DONALD MICHAEL KARR
 JOSEPH BARNEY LANTERMAN
 THOMAS MARK LYMAN
 FRANK MICHAEL MALONEY
 EUGENE EDWARD MARSHALL
 DON VINCENT MAXFIELD
 ALBERT JAMES DE MAYO
 JOHN PHILIP REEDY
 CLYDE EDWIN ROBB
 LEON CHARLES RUBIN

ROBERT REID SCAIFE
 NORMAN WILLIAM SCHWARTZ
 ROBERT EYSTER SNIVELY
 GEORGE VINCENT SPENGEL
 ALFRED HENRY SPENGEMAN
 ELEANOR ESTHER STEGE
 CHARLES DENHAM STREMSTERFER
 KENNETH CHARLES THORNE
 MATTHEW JAMES TIMMONS

JOHN ADOLPH TOCKSTEIN
 KENNETH LEWIS TREFFTZS
 CARLYLE FRANK WEINBERGER, with
 Honors
 LOUISE ALBERTA WESTERBEEK
 MAURICE JACK WILLIAMS
 BENJAMIN WARREN WISE, with
 Honors

In Accountancy and Banking and Finance

WILLARD HOLMES KERR, with High
 Honors

MALCOLM EMANUEL MARSH, with
 Honors

In Banking and Finance

CLARK ALLISON BAILEY
 HAROLD GEORGE BAUMAN
 GROVER FRANCIS BLANKINSHIP, JR.
 WILLIAM FRANK DEBELAK
 ROBERT MILLER DERROUGH
 LEROY KENNETH FAUST
 ROBERT CHARLES GRASER
 SOL BROWAR GREENGARD
 GEORGE TEMPLE HESTER

JAMES LEWIS JOHNSON
 DONALD EDWARD KROESCH
 SEATON FRANSWELL McDANIEL
 GILBERT JACKSON MURPHY
 MARY HELEN RAISTRICK
 EDWIN WRIGHT REID
 DONALD RAYMOND SCHNEIDER
 STEVEN FRANK STEIB

In Commerce and Law

ERNEST WILLIAM AKEMANN
 ALICE MARIE CHELLBERG
 NOBLE RICHARD DUNCAN
 LEWIS THOMEN FISHER
 BERNERD MORTON GROSSMAN
 HENRY BRADFORD HALL
 URBAN HIPPI
 ROBERT SIMS HUTCHENS
 ALBERT WESLEY McCALLISTER

ALLEN CURTIS MCGURK
 JOHN POWELL MADDEN
 WILLIAM GOLDN PINSLEY
 SUTTON FRANCIS SCANLIN
 ROLLEN HENTIES SMITH
 BERT PHILO SNOW
 MATTHEW WILLIAM STEFANICH
 CLARENCE ALBERT TILLEMA
 CHARLES JOSEPH WALTERS

In Commercial Teaching

FLORENCE ANGELINE MAUL

In Foreign Commerce

CHARLOTTE ANNA BARTELS
 EDWARD JOHN FLEMING, JR.
 MILTON WILKINSON KEACH
 CHARLES RICHARD LEWERS

MERLE WENTWORTH MYERS, with High
 Honors
 H. ROSALIND RAUTENBERG

In Foreign Commerce and Accountancy

EDWARD SCHAEFER

In General Business

JOHN MELVIN ABBEY
 ESTHER ADAMS
 JOSEPH IRVING ADLER, JR., with High
 Honors
 PAUL EDWARD ALLISON
 GUY CLAYTON BARNARD
 IVAN THOMAS BAUMAN
 EDWARD CROSBY BENNETT, JR.
 FRANCIS WILLIAM BLOMQUIST
 JAMES HENRY BOLT
 KENDALL ROBERT BRADLEY
 IZEYL MARIE BROWN
 VERNON ALBERT BURHOP

ROBERT FREDERICK BUSCH
 WILLIAM WETTIG BUSHNELL
 DONALD STROCK CAROLUS
 CHARLES BERTON CHASE
 NEIL DEMPSEY CLINE
 VIRGINIA ELIZABETH DILLE
 DON WILLIAM DIXON
 FRANK PERRIAN DOBYNS
 MILBURN CARL ECKERSTROM
 ALLAN EISENSTEIN
 ESTELL EVERETT ESTES
 ARTHUR PAUL EVANS
 CHARLES PAUL FINFGELD

BETTY GARDINER
 PAUL WILLIAM GIBBS
 RUSSELL EDGAR HACKLEMAN
 HARRY POLLARD HART
 JAMES EDWARD HAVEL
 ALBERT HEALY
 ROBERT BRUCE HICKS
 EVERETT LOFTUS HOLLIS, with Honors
 ROSINA HOMANN
 FREDERICK JUSTUS HOPPE
 IVAN DARREL KOVACIC
 MILTON PETER KUDOLLA
 JAMES MARTIN LANGE
 HARAUDD DEAN LANGHAM
 CHARLES JAMES LARSON
 HERBERT FREDRIC LARSON
 RAYMOND AUGUST LARSON
 SAMUEL HAROLD LAW
 HELEN MARIE LOHMAN
 PAUL GILHAM LOWE
 JOHN KNORR MCKINNEY
 WILLIAM BOYD MCKINSTRY, Jr.
 RICHARD DALE MANSFIELD
 WILLIAM KENT MANSFIELD
 JOHN TALBOT MASTEN
 ROBERT VICTOR MITCHELL, with High
 Honors
 CHARLES FREMONT MOE
 EDWIN HENRY MOHILL
 RICHARD EDWIN MOORE
 DIXON DOUGHTY MOORHEAD
 MILO CALVIN MORGAN

WILLIAM RUSSELL MOSS
 CONRAD ALBIN OLSON
 WILLARD SIDNEY OLSON
 ALBERT STANLEY OSTRANDER
 ROBERT MILLER PANZER
 HENRY WELLINGS PARKE
 CALVIN FREDERICK PETERS
 CLARENCE EDWIN PURDY
 THOMAS PAUL RATAY
 WILLIAM HENRY REZANKA
 FREDERICK WILLARD ROOS
 SCOTT FRANK ROST
 HAROLD BERVEN RUSH
 EDWARD EVERETT RUTHER
 RALPH ARNOLD RUUD
 ARTHUR BERNHARD SCHOTTMANN
 ERNEST EDWARD SCHRODT
 JOE HOWARD SERKOWICH
 PETER ANTHONY SOSTAK, with Honors
 THOMAS NICHOLAS SPYRISON
 ALBERT DE VARENNES, JR.
 WILLIAM THOMAS VOGT
 BETTY JANE WARREN
 GEORGE JOHN WELLNER
 BEATRICE EDITH WELTON
 MYRA ELITIA WHITFORD
 MAY HELEN WONG
 RALPH EUGENE WOODARD
 ALBERT WOOLMAN WORTHEN
 CHARLES JOSEPH ZALOUDEK
 JOHN BERNARD ZELLE
 LEONARD HENRY ZIEHM

In Industrial Administration

PHILIP SHOLES AUTEN
 HAROLD BERTRAM DAUME
 ALFRED ALONZO HARNEY
 KERMIT MELVIN PENNINGTON

ARTHUR LOUIS RICE
 DOROTHY FLORILLA SEGUR
 WILLIAM ROBERT WATSON

In Insurance

JOHN EDWARD IRLAND, with Honors
 EDWIN ALLAN KITCH

JUNIOR McWHINNEY RUEGGER

In Public Utilities

ROBERT CHRISTIAN CANADAY

In Transportation

GALE BENTON AYDELOTTE

COLLEGE OF ENGINEERING

Degree of Bachelor of Science

In Agricultural Engineering

RICHARD ARNOT DUNCAN

In Ceramics

CHARLES BURTON CLARK, with Honors
 ROBERT WILLIAM CLINE, with Honors
 WESTON TYLER HESTER

RICHARD STANLEY SHELDON
 ROBERT CARROLL TAYLOR, with High
 Honors

In Ceramic Engineering

NICHOLAS PAUL ALESSI
 WILLIAM PAUL CHARBONNIER
 FRANK WARREN CLARK HUTCHISON
 DAVID WYLIE MATHEW, JR.
 WILLARD ARENDS MERLE
 LYMAN MAURICE MOORE

REXFORD NEWCOMB, JR.
 WILLIAM CLARENCE PITTMAN
 HILLARD HENRY RUBIN
 LOWELL ALBERT SPIRES
 JOHN BLAINE STEVENS, JR.
 PAUL TYLER TALBOTT

In Civil Engineering

I. CHRISTIAN ARNE
 STEPHEN WEBSTER BENEDICT
 ALBERT EDWARD BITTER, with Honors
 WINSTON EDWARD BLACK, with
 Honors
 WILLIAM C. BOWERS
 ROBERT OLIVER BRENDEL
 JOHN ELMER BUCK
 WILFRED CHAMPLAIN BURDICK
 KENNETH DAMITZ
 DANIEL STUBBS DIPPOLD
 LEROY WILLIAM DITTMANN
 WILLIAM WEAVER DUKES
 ARCHER THOMAS ELLIOTT
 WILBUR SKALA FEAGAN
 HERBERT LOUIS FRANK
 PAUL JOHN HENDRICKSEN
 WILLIAM EDWARD HENDRICKSEN
 ROBERT CRAWFORD HIERONYMUS, with
 High Honors
 LEVERNE DOW HUDSON
 GERALD WILLIAMS HULL
 GORDON LUTZ JEPPESEN, with High
 Honors
 NORMAN LUTZ JEPPESEN
 ROBERT JAMES JOHNSON
 JOHN GREENE JUNIUS
 WILLIAM GROVER KAHL, with Honors

ARTHUR WRIGHT KEITH
 HAL PIERCE KIBBEY
 KARL KENNETH KING
 PAUL JOSEPH KUNZER
 JOSEPH ALBRIGHT LEADABRAND
 HARRY ALVIN LIEBERMAN, with
 Honors
 WILBUR LLOYD McNEIL
 KENNETH MAGUIRE
 RAYMOND HAROLD MENEFEY, with
 Honors
 FRANK NOVOTNY, JR.
 JAMES ANDREW PARKER, JR.
 MILLER SLOCUM PFLAGER
 THOMAS FLINT POPE
 CHARLES URI PROUT
 JOHN CLARK RALEIGH
 ALBERT REICHMANN, JR.
 ROBERT BACON REYNOLDS
 MICHAEL EBER RILEY
 THOMAS FRANCIS SCHOLES
 THOMAS BENJAMIN SEAR, with Honors
 EDWARD GORDON SIMONS
 ANTONIN MESSENGER STERBA
 LUDWIG THEODORE STOYKE
 JAMES DONALD TAYLOR, with High
 Honors
 EVERETTE MICHAEL VOLLE

In Electrical Engineering

RAYMOND HOWARD BACHMAN
 GEORGE FREDERICK BANKS
 HERBERT OSCAR BARNES
 NELSON PAUL BASHOR
 WALTER HAROLD BIGGER
 WILLIAM HOWELL BLACKBURN
 JOHN WILLIAM BODNAR
 JOHN KEENEN BRINKERHOFF
 JAMES EDWARD BURGESS
 EDGAR CLINTON CHAMBERLIN, JR., with
 High Honors
 WALLACE ANDREW DEPP, with High
 Honors
 MARK DEEMS DISOSWAY, JR.
 FRANKLIN HARRY DUBSKY, with
 Honors
 WESLEY LYNNE EDDY
 PAUL RAYMOND EGBERT, with Honors
 GEORGE PERRY ENTREKIN, with High
 Honors

GEORGE MILLER GERNAND
 EDWIN ANTHONY GONCKOWSKI
 PAUL GORDON GRAY, with Honors
 MARVIN C. GREER
 BRUCE LEE HULSE
 RALPH BOYD JACKSON
 WILLIAM REID JACKSON
 RUSSELL JENSEN
 LESTER ALGER JOHNSON
 THORSTEN WALLNER JOHNSON
 MELVIN KOHNER
 RAYMOND JOSEPH KOWALSKI, with High
 Honors
 JOSEPH ANTON KRCEK
 ROBERT FRED LANGE
 ANNAS MARTIN LAURENT
 ARTHUR PALEN MCCOARD
 RAYMOND PRESTON MCCROSKEY
 VALENTINE BENEDICT ROBERT
 McGOWAN

DONALD CURTISS MARBLE
 RUSSELL BYRON MATTHEWS
 WENDELL EARL MILLER
 DAVID KILBURY MITCHELL
 HOWARD JAMES NAGLE
 STEPHEN BLENN OWINGS
 GEORGE ROLAND PEIRCE
 ROBERT CAMPBELL PITNEY, with
 Honors
 EDGAR AUGUST POST, with High
 Honors

JESSE JOSEPH QUOROLLO, JR.
 CHARLES JOSEPH SMITTKAMP
 WILMER HARRY SPANGLER
 JAMES HENRY STEIN, with Honors
 THOMAS MILES STODDERT
 CURTIS GARWOOD TALBOT, with High
 Honors
 ROGER VESPA
 THADDEUS LEWIS WOLTANSKI
 HOWARD WATSON WRIGLEY
 NEIL KING YARNELL

In Engineering Physics

FOSTER CLYDE BENNETT
 ELBERT PIDGEON CARTER, with High
 Honors
 HOWARD HERMANN HESS, with Honors
 RALPH GUY LABAW, with Honors

PAUL HENRY LANPHIER
 JOHN ALBERT SKUPAS
 HERBERT JOHN SPRENGEL, with High
 Honors

In General Engineering

JOHN HERBERT ABBOTT
 EDWARD WILLIAM ANGER, JR.
 PIERCE BIRKHOFF
 GEORGE ARCHER CARRUTHERS
 CLIFTON WAYNE GANO
 GENE EMANUAL KELLER

ROBERT COMPTON LEWIS, with Honors
 OLIVER PERRY LUETSCHER, JR.
 HAROLD WILLIAM ROAT
 WILLIAM MCILWRATH SIMPSON, JR.
 RUSSELL MILES SMITH
 THOMAS FRANCIS WHALON, JR.

In Mechanical Engineering

CHARLES WALTER BIMBA
 ANDY BOVICH
 RAYMOND MONROE CAREY
 LEWIS HENRY COLLISON
 PAUL WILLIAM CRUMLISH
 PAULY REEDER FARIS
 GEORGE WILLIAM GALLOWAY
 CLIFTON B. GRAHAM, with Honors
 CARL ADAM GROTH
 DAVID KENT HARRIS, with Honors
 FRED CARL HEINIG
 JAMES WILLIAM HERRINGTON
 EDWARD LLOYD HOWELL
 HARRY GORDON JACKSON, JR.
 WAYNE GARDINER JOHNSON, with High
 Honors
 AUGUST ALBERT KATT
 LEO ROBERT KILEY
 ROBERT TERRELL LEE
 RICHARD WALTER LEUTWILER, JR., with
 Honors
 JOHN JOSEPH LINEHAN

THOMAS MANNING LOGAN
 JOHN WHITNEY LUCE, with High
 Honors
 RAYMOND PATRICK LYNCH
 ARTHUR PALEN MCCOARD
 JOHN EDWARD MCMAHON
 ROBERT JAMES MENDENHALL
 HARRY KOLB NAGEL
 JAMES MANN PATTERSON
 CLARENCE ANDREW PIPPIN, with High
 Honors
 MAURITZ EMANUEL RINGQUIST
 OLIN MERLE SCHNEIDER
 ALEXANDER SHARAV
 LESTER TRUEL SHARP
 LESLIE SILVERMAN, with High Honors
 DALE DOWNEY STREID, with High
 Honors
 CHESTER ANTHONY TARNOWSKI
 FRIEDRICH THEILMANN
 JAMES AUSTIN THETFORD
 ELMO ARTHUR TRAVIS

In Metallurgical Engineering

CHARLES MARION SQUARCY

In Mining Engineering

DONALD ROBERT HAAKE
 EDWARD JOSEPH JASINSKI
 CAREY LEE FRUITT

EUGENE CORLEY ROBERTSON, with High
 Honors

In Railway Electrical Engineering

GEORGE KRAMBLES, with Honors
 FRANCIS LUNDY MORRISON

EVAN EUGENE OLMSTEAD

COLLEGE OF AGRICULTURE

Degree of Bachelor of Science

In Agriculture

WILLIAM BLAINE ADAMS
 RAYMOND NORWOOD AMMON
 ARTHUR RUTHERFORD ARMSTRONG
 ROBERT DUDLEY ARMSTRONG, with
 Honors
 JOHN SWANK BOLAND
 WALLACE FRANCIS BOWEN
 WILLIAM MAXWELL BRINE
 OTIS BARTON BROWN, with Honors
 ORRIS GUY BRYANT
 WINFRED KEITH BURKETT
 CHARLES MARSHALL CHRISTY
 GEORGE WAYNE CHURCHILL
 VIRGIL FRANKLIN CLARK
 WAYNE OSBORN CLARK
 GALE COSART CORLEY
 ARTHUR EDISON CULLISON, with
 Honors
 ROMAN BERNARD PETER DAHMUS, with
 Honors
 CHARLES ADDISON GUY DUNCAN
 WILLIAM RAY DUNN
 ERMAN LELAND DUTCHER
 ROBERT CASPER ECKHARDT, with High
 Honors
 ARTHUR EDWIN FISHER
 KENNETH LEE FLAKE
 HAROLD LESLIE GARWOOD
 JOSEPH BERNARD GRAHAM
 FRANK CHARLES HARRISON
 JOHN ROY HEDBERG
 JOHN LESTER HENSEY
 FRANK DOWNEY HOBLIT
 DENNIS ATWOOD HOCKING
 IRWIN RAYMOND HOENER
 GERALD THOMAS HUDSON
 JARED WESLEY HURD
 KENNETH RAYMOND IMIG
 JOSEPH MOODY JOHNSON
 DEAN W. JONES

FRANK ANTON KREML, with Honors
 ALVIN SMITH LEHMANN
 PAUL JOHN LOEHR
 ROBERT LEE McDONALD
 DONALD FRANCIS McMILLEN, with
 High Honors
 MALCOLM HEDLEY McVICKAR, with
 High Honors
 DORAN CHARLES MABRY
 HERMAN MONROE MARLOW
 CARL FRED MEES
 SHERMAN GRANT MENEFEE
 LESLIE DALE MITCHEL
 ROBERT HUGHES MOATS
 HOMER ELDRIDGE MONTGOMERY
 ROBERT BURNS MUSGRAVE, with Honors
 LESTER WILLIAM NEEVES
 RUSSELL TURNER ODELL, with Honors
 DURWARD JOAQUIN PADDOCK
 PETRU POMPEI A. PANA
 RALPH BERNARD PARLIER
 MYRON WILLIAM PASVOGEL
 JOHN ANDREW PENCE
 GERALD EMIL PETERS
 RUSSELL MARTIN RAMP
 WILLIAM JOHN RANGLES
 GEORGE RAY REIFSTECK
 VERNE SCOTT REIFSTECK
 ELIZABETH JANE RUDY
 ROGER JAMES SHARKEY
 HAROLD WINSTON SMITH
 GEORGE HENRY STAGGS
 BRUCE PEARL SWINFORD
 WILLIAM RALPH TAYLOR
 GEORGE EILT TOBEN
 WILLIAM FRANK TURNER
 NORMAN RICHARD URQUHART, with
 Honors
 WAYNE EUGENE WIER
 MYRON LINCOLN WORMLEY

In Floriculture

ARNOLD WILLIAM ARFSTEN
 GEORGE VICTOR BALL

HAROLD CARL BUSCH

In Home Economics

MARGARET ANDERSON
 ANNA CATHERINE ARMBRUSTER
 MARJORIE ELEANOR BATTEY
 EMILY LOUISE BELSHAW
 HELEN BENNETT
 MARIE WILHELMINA BERNDT
 CARMALETA INEZ BIXBY
 FRANCES EMILY BROOKS
 DOROTHY MARION BUCK
 MARY STEWART CAMPBELL
 DORIS CHAMBERLIN

EVELYN CONSTANCE CHAMBERS, with
 Honors
 NADINE ELIZABETH CHENEY
 JANIS CLARK
 GRACE MARY COERVER
 HELEN LOUISE DANCEY
 MARY JANE DEARING, with Honors
 HONNA MAE DUNHAM
 ISABEL GOIN
 DOROTHY HILL GRANDY
 MARIAN JOAN GROSS

PHYLLIS EILEEN HANNAH, with
Honors
MARY ELIZABETH HARRISON, with
High Honors
MAMIE RUTH HEALD
DOROTHY ELIZABETH HOSKINS
CATHRYN JEAN HUGHES
HELEN CHRISTINE JOHNSON
MARY OLIVE JORDAN
LUCILLE ANETTE KEHN
JUNE ELEANORE KETEL
ELIZABETH LUCILLE KIENTZLE
EDNA MAE KROWS
PAULINE ELIZABETH LIVENGOD, with
Honors
HELEN BERTHA LOECHER, with High
Honors
GRACE ELLA McMAHON, with Honors
DORIS MARIE MADSEN, with Honors
MARY VALERIE MAYORIS

CATHRINE FERN MIES
VERNETTE EDYTHE MITCHELL
CATHERINE COLEEN PARKS
AUDRE ELIZABETH PAWLICKI
RUTH ANN PERLEE
DELIA BELLE RANDALL
L. GARRAH RICE
VIOLA ELSIE ROBISON
FLORENCE LEONA ROZIN
GLADINE SYLVIA RUTZ
COLLETTE ADELE SCULLY
ELLEN SKILLMAN
ANNE SLIFKA
SARAH ELIZABETH STITH
LILLIAN VELMA SWEARINGEN
VIRGINIA LUCILLE TENDICK
ELLEN CECELIA THOMSEN
EDITH IRENE WOLF
LORRAINE WOOLLEY, with High Honors

COLLEGE OF EDUCATION

Degree of Bachelor of Science

In Education

GENEVIEVE MARTA ABRAMS
MAURINE J. FRANCIS ALDRICH
DAVID RAY ANDERSON
MARGARET GRACE ANDERSON
DOLORES ADELINE BAGOZZI
ELEANOR BETTY BAKA
BEVERLY BOYD BAKER
VIRGINIA GEORGIA BAMBAS
LOUISE MARIE BARZAN
FLORA JANE BEASLEY
CLARENCE WATSON BELL
HAROLD VINCENT BENHAM
WILLIAM HENRY BLAKE
BETTY HUNTER BLESSING
MILDRED KATHRYN BLOOM
ALICE MAURINE BLOOMSTER
KEITH PRESTON BOLIN
LOIS FREDERICKA BORCHERS
HOWARD JOHN BRAUN
FLORENCE ETHEL BRISTOW
GEORGE BERDINE BROWN
DOROTHY EILEEN BRUTCHER
ROY THOMAS BUCHANAN
WILLIAM WASHINGTON BUCHANAN, Jr.
MARTIN CABLK
KENNETH EUGENE CARPENTER
MARY ELIZABETH CHANDLER
DAVID CITRON, Jr.
HAROLD EUGENE CLAY
JOHN JACOB CLEMENS, Jr.
FRANCES LEAH CLIFFORD
PAULINE RUBY COHEN
HELEN LOUISE COLLINS
MARIAN LUCILLE CONNER
WILBURN BEVERLY CRAIN

CORNELL OSBORNE CROMER
STELLA FELICIA CULLEN
RUTH CURRENS
HELEN MARIE CURTIS
HELEN DORIS DANIELS
WHILMA ALLEAH DELIERE
GEORGE DICKENSON
MATTHEW P. DOBRINIC
MARY ELIZABETH DOHM
JOHN JOSEPH DORKO, Jr.
JOHN THOMAS DUFFNER
ETHEL MAY DUNLAP
RHEUA LILLIAN ENSIGN
ELEANOR VIVIAN ERZINGER
RUBY MARGARET FAHR
MILDRED MAE FELDMAN, with Honors
in French and in Spanish
BERNARD DALE FOWLER
HENRY BERNARD FRANZMAN
DOROTHY JOSEPHINE GALBRAITH
CHARLES SCOTT GALBREATH, Jr.
MARY ELOISE GANN
FRANK LOUIS GANNON
ROSCOE RAYMOND GIFFIN, Jr., with
Honors in Economics
JANE SEYFERT GILBERT
JOHN SANSFIELD GILL
ELIZABETH FISHER GOBLE
ISABEL S. GOSCICKI
NORMA MAE GOURLEY
MARY ALICE GRANT
KENNETH LYLE GUSTAFSON
RUTH ALICE HAEDIKE
EVELYN ANNA EMILIE HAERTING
WILLARD MOSES HARLAN

ALICE MAE HARRINGTON, with Honors
in Mathematics

EUGENE DENNIS THOMAS AQUINAS
HARRIS

CATHERINE NELSON HARROP

LOIS IDA HEIGL

RUTH ELIZABETH HEYL

EVELYN ELIZABETH HOFFMAN

ANNA BETTY HUCK

CLARABETH HUCKINS

MARGARET KATHRYN HUECKEL

FRANCES JOSEPHINE HUML

ROSEMARY JEAN IRISH

MARILYNN ISLEY

MILDRED LORRAINE JAHNS

ELIZABETH ADELE JAMES

MYRA ELIZABETH JAMES

EFFA INGRISTINE JOHNSTON

ESTHER KANTOR

ADOLPH EDWARD KATRA, with Honors
in Mathematics

NATALIE KEENE

NORMAN CHARLES KENT

WILMA ELIZABETH KINNEY

DELORES KNOWLES

ALMIRA EMELIA KOELLER

JOHN KREBS

EVELYN LORRAINE KREIM

HARRY JAMES LAWLER

ALICE CATHERINE MARY LEIPOLD

CHARLES ROBERT LESLIE

ANNA DONNABELL LEWIS

ARTHUR H. LIKES

ELEANOR VENITA LINDEMAN

CHARLES CHRISTOPHER LIVINGSTON

ELOISE ELIZABETH LOGAN

DIVA RAFIELA LUONGO

HELEN LOUISE LYMAN

WILLIS BERT LYNCH

FREDERICK CLYDE McDAVID

CARRIE GRACE McDOWELL

CHARLOTTE ALCORN MCGLADE

LLOYD EDWARD MABBOTT

ARA LEE MALACH

EDWARD LEE MALEC

EVELYN DARLENE MALLONEE

KATHRYN LOUISE MALLORY

MARTIN HENRY MARKWORTH

DOROTHY IRENE MARLATT

HAROLD VANDERSAND MARTIN

ALBERTA NORMA MASKA

MARJORIE ELLEN MEIXNER

COSTANZO MELINO

ELIZABETH MERRIAM

GRANT ALLAN MICKELSON

CECIL ARTHUR MILLER

ETHEL BERYL MILLER

LOUISE MARGERY MILLER

ARCHIE OTTO MILLS

JEREMIAH MINEAR, JR.

GRACE DEATLEY MOFFETT

LOUISE MUENNING

FRANCES MARIE MUMMERT

JOSEPH CURTIS MUNCH

MARY JUNE MYERS

GRACE MARIAN NELSON

LORETTA ELIZABETH NEYLON

SYLVIA MARIE NORTEN

ROSE CLARE O'CONNOR

ANNABEL ANDERSON OSBY

ROCCO MICHAEL PAGNELLA

HERBERT MAX PASZOTTA

LOUISE MAY PATELSKI

IAN THOMSON PATTERSON

ELEANOR VIRGINIA PATZMAN

ELIZABETH JOHANNA PEINTNER

GEORGE WILES PERVIER

FLORINE ELINOR PETRI

RENATA LOUISE PFEIL

ELIZABETH PHARES

GILBERT EUGENE POAG

HELEN JANET PONDER, with Honors in
Mathematics

THOMAS FLINT POPE

ELEANOR SOUFFRAIN POTTER

HENRY WILLIAM POTTS

CHALMER MORGAN PRICE

MARY WAIT PRICE

VIRGIL EVON PRICE

RUTH PHELPS PRIMM

ARLEEN PRITCHARD

HARRY H. PRITIKIN

LOUISE IRENE PROCTOR

FRANK LAWRENCE PURMA

GRACE LUCILLE PUTNAM

THELMA ISABEL RADWELL

KENNETH BOUCH RAWLINSON

BERNICE ELIZABETH REAVY

MARGARET JOSEPHINE REESE

JOSEPH REHOR, JR.

ROBERT LYLE REINSCH

LOIS WILHELMINE RIEDELBAUCH

RUTH EMMA RIEMENSNIER

GRETHEL BLAINE RIGGS

LENA BERNICE ROBERSON

OSCAR DAVIS ROBERTS

JOHN KENNETH RONEY

FLORENCE LORRAINE ROPER

GRACE ANGLINE ROTHWELL

HELEN CECILE RUTHERFORD

MELVIN SADER

SALVATORE SANTORO

LUCILE BELL KOCH SCHUESSLER

WILLIAM SCHWAB, JR.

DONALD NOTTER SCOTT

ROBERT MARSHALL SCOTT

MARY BELLE SEATON

WANETA SEDGWICK

RUSSELL JAMES SELETTO

KATHRYN JANE SHAW

ROGER MOREY SHAW

BLANCHE LUCILLE SHEESLEY

KATHERINE SIMPSON
 STEVEN SLUKA, JR.
 ALICE ANNE SMITH
 BARBARA LOUISE SMITH
 CHARLES WILLIAM SMITH
 MARY SMITH
 WAYMAN FLYNN SMITH, JR.
 LOIS RILEY SNIDER
 PHYLLIS ELIZABETH SNYDER
 GEORGE ASAH EL SPERRY
 MARJORIE ELIZABETH STANLEY
 DOROTHY DONNA STEFANOFF
 WILLIAM JASPER STIGALL, JR.
 HELEN KATHRYN STOUTENBOROUGH
 CHARLES GLEN SWIKLE
 MAURICE SWIRYN
 PAUL WALTER THOMAS
 RYBURN TIPPY
 MATT TISCHLER
 MARION LEONARD TRABERT
 GENEVIEVE MARGUERITE TUCKER
 DOROTHY ELYSABETH TURNER
 MARIE ELIZABETH TYLER
 WILBERT DONALD UBBEN
 EDYTH IRMA VANBUSKIRK
 IRENE NEOLA VANDENBERG, Honors in
 French and in Education

ELLSWORTH GEORGE VAN ORMAN
 MILDRED VESELOUS
 DENNIS JOSEPH VITTELLI
 MARJORIE MARIE VOIGT
 ARMINA WRIGHT WALDROP
 QUINTILLA WALKER
 ROBERT GLEN WALKER
 SAM SYDNEY WALLACE
 LEON H. WEAVER
 ROBERT LONG WEAVER
 CLAIRE LOUISE WEBER
 FRED JOSEPH WEHLING
 GEORGE GILBERT WEIHOFEN
 LILLIAN CAROL WEISKOPF
 WILLIAM ROBERT WELTY
 WILLIAM FREDERICK WERNLÉ, with
 Honors in Spanish
 ROBERTA LOUISE WESSEL
 VICTOR ORLA WEST
 HELEN MARY WHITLOCK
 HOWARD WOODROW WILSON
 GEORGE MCCLELLAN WILT
 CATHERINE SARAH WISEHEART
 MURRAY HERSH WOLK
 ROBERT CLIFTON WRIGHT
 KENNETH EVERETT YATES
 ANNE PATRICIA YESULIS

In Home Economics Education

MARY ANN HOFFMAN
 KARLENE MARJORIE KIPP
 HELEN JANE KIRK
 DOROTHY MABEL RYAN

PHEBE VIRGINIA SHEPHERDSON
 WILDA IRENE WARRICK
 DOROTHY CHARLOTTE WOOLSEY

COLLEGE OF FINE AND APPLIED ARTS

Degree of Bachelor of Science

In Architectural Engineering

SHERMAN HUNN BEAN, with High
 Honors
 RICHARD GORDON BELSTERLING
 PARKE BOYER, with Honors
 LYLE VINSON DEWITT
 HAROLD MARVIN GEHM, with Honors
 BEVERLY LORRAINE GREENE
 BERNARD EUGENE HULT
 RUDARD ARTABAN JONES
 HYMAN HERMAN KAPLAN
 SEYMOUR DORAN KLAUANS
 BURTON BEEKMAN KOHN

MARCUS WESTERFELD LEVY, with High
 Honors
 HENRY MCKINLEY
 OSCAR NELSON
 PHILLIP ALLEN PELLER
 RALPH B. PRIESTLEY
 MEADE MORRISON ROBINSON
 WILLIAM SAMUEL SILBERBERG
 RUSSELL JOHN TINKHAM
 JOHN WILMOT VAN NESS
 WALTER LESLIE WEAVER, Jr., with
 Honors
 LEWIS CLARENCE WILCOX

In Architecture

VYTANT PIUS ALEKS
 JOSEPH EDWARD BAKER
 VICTOR J. BAUMGARTNER
 MAX WILLIS BISSON
 TOM D. DANAHY
 PAUL ETTINGTON

EDWARD HALE FAIRBANK, with Honors
 ARCHIE WALDON FRANZEN
 NUEL BURTON HARMESON
 ARTHUR WILLIAM HENNIGHAUSEN
 JAMES MARION HUNTER
 WILLIAM SPAULDING KINNE, JR.

LEONARD HARRY MAYFIELD
HERMAN HURLEY MEINBERG
JOHN PARKER MILLER

MARSHALL THEODORE MUNZ
ARTHUR RICHARD WILLIAMS, with
High Honors

In Public School Music

MARIAN OCTAVIA BARTLETT
ARLETTE MAURINE BLUM
DOROTHY SADIE BOLL
PAUL EUGENE COTTON
DOROTHY DAVIS
LUCILE META LANG
MAHLON BERTON MERCER

ESTHER ELIZABETH MOORE, with
Honors
ELIZABETH ANN RICHARDS
MARJORIE ELIZABETH RINE
ISABELLE SARA ROSEN
MARJORIE ALMIRA SHANE
MARIETTA BESSE TUCKER
MARTHA HORTENSE VAN SICKLE

Degree of Bachelor of Fine Arts

In Art Education

HELEN SHAW, with Honors

MARIAN JEANETTE SNYDER

In Landscape Architecture

ROBERT WALTER BURR
FREDERIC MCGEORGE ROBINSON, with
Honors

JOHN A. C. SCHULTE
GEORGE EDWARD TREICHEL
LAURA VIRGINIA WHITE

In Painting

ROBERT FRANCIS BURNS, with Honors
MARY VIRGINIA CADY
ROBERTA BUSEY ELVIS, with High
Honors
EVELYN OPAL LANTZ

HELEN ELIZABETH PLATT
DOUGLAS EUGENE ROSEBROOK
KATHRYN IONE SEILER
MARILEE YOUNG

Degree of Bachelor of Music

DOROTHY DAVIS
LOUIS LLOYD DURFLINGER, with Honors
HELEN FLYNN, with Honors
LAVERNE JACKSON, with High Honors

HELEN LOUISE LEE, with Honors
MARY MILLER, with High Honors
VIRGINIA DORIS PERKINS, with Honors
LOUISE TAYLOR, with Honors

COLLEGE OF LAW

Degree of Bachelor of Laws

HARRY ADELMAN, A.B., 1934, with
Honors
WINTHROP BUSH ANDERSON, A.B., 1934
WILLIAM BUSEY ARNOLD, B.S., 1933
WALTER DURLEY BOYLE, A.B., 1934,
with Honors
CARROLL THOMAS COX, A.B., 1934
CASWELL JONES CREBS, A.M., Univer-
sity of Southern California, 1933,
with High Honors
FRANCES ALICE DAVIDSON, A.B., 1933
JOHN CURTIS ERMENROUT, B.S., 1934
HARRY HASKETT FARIS, B.S.L., North-
western University, 1929; M.B.A.,
Harvard University, 1931
MICHAEL HEILIG FARRIN, B.S., 1934
FRANCIS SIBLEY FEIGER, B.S., 1935
MILO JOSEPH FLEMING, A.B., 1933
JOHN WALLACE FRICK, B.S., 1934
MORTON MERWIN GINSBERG, A.B., 1934

LEO HARRY GOLDSTEIN, A.B., 1934
LEROY AUGUST GOLDSTEIN, A.B., 1934
PAUL FRANZ GROTE, JR., A.B., 1933
RICHARD CARLTON HAGAN, A.B., 1933
ALBERT WESTON HALL, A.B., 1934
TOLBERT JUNIOR HILL, A.B., 1933
BERNARD FRANCIS HOFFMAN, A.B.,
Knox College, 1933
DONALD HOY, B.S., 1935
BERTEL EDWARD JONSON
JAMES WINFIELD KARBUR, A.B., 1934
THEODORE GAILLARD KNAPPENBERGER,
Jr., A.B., 1933
HAROLD HENRY KUHFUSS, B.Ed., Illi-
nois State Normal University,
1933, with Honors
GEORGE ABRAHAM LACKEY, A.B., 1927
SHELTON BLAKE LEACH, A.B., Illinois
Wesleyan University, 1933
JOHN GOFFE LEGGETT, B.S., 1932

CLAUDE WHITE MCDANIEL, B.S., 1934
WALLACE MULBERRY MULLIKEN, A.B.,

1935

ALBERT R. MUSICK, B.S., 1934
CLARENCE JEROME NELSON, B.S., 1934
DARIUS EDWARD PHEBUS, B.S., 1933
JOHN DANIEL PICCO, JR., A.B., 1934
SUTTON FRANCIS SCANLIN
DONALD WILLIAM STAEHLIN, A.B., 1934
FRED RICE STITH, JR., A.B., 1934
FRANK WILLIAM SWANN, JR., A.B.,
1934

KENNETH DAVID THOMAS, A.B., 1934,
with Honors

CLARENCE ALBERT TILLEMA
RICHARD WILLIAM VELDE, A.B., Knox
College, 1929
ALEX JOSEPH VICTOR, A.B., 1934
ROBERT CONANT WHITE, B.S., 1933
ROBERT LOUIS WINTER, A.B., St.
Ambrose College, 1933
WILLIAM FRANCIS WOODS, JR., A.B.,
1934

Degree of Doctor of Law

HIRAM HENRY LESAR, A.B., 1934, with
High Honors

SCHOOL OF JOURNALISM

Degree of Bachelor of Science

In Journalism

SAM X. ABARBANEL
ROBERT SNYDER AITCHISON
HELEN SYLVIA ARSTEIN
JOHN DRAKE AUSTIN
MARY MARTHA AVEY
GLEN BACHLE BAUMANN
NATALIA MAREE BELTING, with Honors
RALPH JOHAN BJORSETH
EDWARD ALAN BLOOM
DOROTHY DIANE BOLSTAD
BYRON PETER BRANDENBURGER
MARCUS VICTOR BREWSTER
LEWIS HEFFNER CARNAHAN
RICHARD BAILEY CHILDS
FRANK JOSEPH CIBULKA
MARY FRANCES COMER, with Honors
FREDRIC HOLLAND COMSTOCK
GERARD COOK
ROBERT RALPH DEAN
ESTHER AVELIN DEUTCH
MARY AGNES DONNELL
ARTHUR FREDERICK DRIES
THEODORE ALDEAN DUFFIELD
MIRIAM LOUISE FAST
RUTH FLINT
JACK ARNOLD FRITZLEN
ROBERT STANDISH GILLESPIE
ROBERT CLAYTON GLOSS
MAE ELIZABETH GREYHER
LYFORD ALBERT GSELL
GLADE FORREST HAIST
CONSTANCE EDITH HAY, with Honors

ELBERT LEROY HERRON, with Honors
EUNICE OARD HINMAN
MERLE JAMES HUNT
KENNETH EMMETT JERDON
CATHERINE ANNE KENDALL
VERONICA LAUKITIS
MARY JANE LEISENRING
SARAH HOUSTON LORING
FRANCIS JAMES MCTAGGART
MARY JANE MAGAN
KARL FISCHER MARTINITZ
WILLIAM SAMUEL MIDDLETON
JOE ZELLERS MOLL
ALFRED ACHILLES MOORE
VAVA VIEDA MUNSON
GERALDINE MARIE MURPHY
ROBERT CARLETON NELSON
GEORGE CHARLES OSWALD
EVA LUCILE OWEN
STUART PAUL PETERSON
ARNOLD JACOB POTTEIGER
JAY ROBERT PRILLAMAN
JERRIAN WILLIAM REAM
MAX DONALD SNIDER
PAUL LEROY STREIT, with Honors
WILLIAM PHILLIPS TALBOT, with
Honors
HERBERT MORTIMER TRULL
GENEVA GERALDINE WALKER
WILLIAM FREDERICK GEORGE WEBER
ROBERT LOUIS WESTPHAL

SCHOOL OF PHYSICAL EDUCATION

Degree of Bachelor of Science

In Physical Education

ARVO ALEXANDER ANTILLA
EDITH FRANCES BUZY
BEULA JEAN CARSON

BARBARA CUTTER
GRACE ELEANOR FISH
MICHAEL ROBERT GALLAND

DON COVAL GREEN
 EDWARD FRANCIS GRYSOSKI
 LUCILE CLAIRE HIMELBLAU
 LOIS KEENE
 LESTER LEROY LINDBERG
 CAROLYN VERN MOUNTJOY
 KATHALEEN NINA RANDOLPH
 ARLYNE LILLIAN REEVES
 JOSEPH LAWRENCE RISILY

ORDIE AMELIA ROBERTS
 CHRISTINE TODD SCHWARTZ, with High Honors
 ELOISE MORGAN SHAW, with Honors in Education
 MILDRED CATHERINE SPIESMAN
 FRANK CHARLES VOKAC
 JOHN JAMES WATT, JR.
 SHIRLEY WINSBERG

LIBRARY SCHOOL

Degree of Bachelor of Science

In Library Science

EVELYN ANNE BECHER, Ph.B., University of Chicago, 1934
 LEWIS MALCOM BRIGHT, Ph.B., University of Toledo, 1935
 JOSEPHINE MARIE COWLES, B.S., Ottawa University, 1928
 ESTELLA MAY CULP, A.B., Miami University, 1933
 ELIZABETH ALICE CURRY, B.S., 1935
 MILDRED WORCESTER EASTON, A.B., 1935
 EDITH MARJORIE FOSTER, A.B., Nebraska Wesleyan University, 1933, with Honors
 BERNARD LOUIS FOY, A.B., Indiana University, 1934
 MARY SCINCONA FRAZEE, A.B., University of Tulsa, 1929
 ANNABELLE WALKER FURMAN, A.B., College of Charleston (South Carolina), 1935
 RUTH RIVERS GRAHAM, A.B., University of Louisville, 1935, with Honors
 RUTH JANET HAMILTON, A.B., 1935
 GOLDA DRUSILLA HANKLA, B.Ed., Southern Illinois State Teachers College, 1931; A.M., 1933
 DOROTHEA HARLOW, A.B., University of Oklahoma, 1934
 NORMAN GIRAUD HATCHMAN, A.B., University of Michigan, 1931
 ELSIE LUCILLE HENNIGAR, A.B., University of Michigan, 1935
 HELEN ELOISE HILTON, A.B., Shurtleff College, 1935
 ELEANOR DOROTHY INNESS, A.B., Knox College, 1933
 DOROTHY NEIL JENNINGS, A.B., Culver-Stockton College, 1935
 RUTH EDNA JOHNSTON, A.B., Indiana University, 1931
 STELLA AMANDA KAUFFMAN, A.B., Goshen College, 1934
 HORTENSE ELIZABETH KELLY, A.B., Indiana University, 1921
 HELEN MURIEL KLONTZ, A.B., Berea College, 1934
 MARIAN KRUEGEL, A.B., State College of Washington, 1934
 MARGARET MARY LANE, A.B., Morningside College, 1934
 NAOMI ANTHONY LATTIMORE, A.B., Louisville Municipal College for Negroes, 1935
 CHARLOTTE ETHEL LAVIETES, Ph.B., University of Chicago, 1934
 ARMAND JOSEPH LOTTINVILLE, A.B., St. Viator College, 1931
 HELEN LUCILE MCINTYRE, B.S., Southwest Missouri State Teachers College, 1932, with Honors
 CHARLES HAYNES McMULLEN, A.B., Centre College, 1935
 MILDRED BLANCHE MITCHELL, Ph.B., Wheaton College, 1933
 HARRIET JULIET NORDHEM, A.B., Rockford College, 1934
 ARABELL PEIRSON, A.B., University of British Columbia, 1935
 DONA BELL PETERSON, A.B., East Texas State Teachers College, 1929
 NICHOLAS PUNT, A.B., Calvin College, 1935
 JESSIE BARRY RICHMOND, A.B., Southwestern College, 1935
 REBECCA FRANCES RUBY, A.B., 1934
 MARTHA LOU SANFORD, A.B., Indiana State Teachers College (Terre Haute), 1931, with Honors
 EDNA JUNE SHENTON, A.B., Simpson College, 1935
 OLGA SHEVCHIK, B.S., Purdue University, 1935
 CLARA KAY SILVIAN, A.B., 1935

JANE MARGARET STODDARD, A.B., Mount Holyoke College, 1935
 MARY ELIZABETH SWIFT, B.S., State Teachers College (Farmville, Virginia),
 1933, with Honors
 CHRISTINE BRODIE TAYLOR, A.B., University of Richmond, 1934
 VIRGINIA FRANCES TOLES, A.B., Atlanta University, 1930
 SARAH JOSELYN WAY, A.B., 1930

Degrees Conferred June 5, 1936, in Chicago

COLLEGE OF MEDICINE

Degree of Bachelor of Science

In Medicine

EDMUND ROY ADLER	WILLARD Z. KERMAN
GEORGE FREDERICK VON ASCH, with	MEYER KRUGLIK
Honors	EDWARD HOWARD LAMBERT, with High
HAROLD BARNETT	Honors
SAMUEL BERGER	LOUIS SANFORD LAPID
RALPH CARL BERKELHAMER	HARRY LASIN
MARK BERNSTONE	JEROME JACK LUBIN
JOHN AUGUST BOWMAN, Jr.	LOUIS MALOW
ABRAHAM BRODSKY	GERALD JOSEPH MENAKER
JACK E. BROOKS	HERBERT SAMUEL MILLER
GEORGE WHITHAM CARLIN, A.B.	BERNARD EDWARD MOISANT
ROBERT ELMER COHENOUR	GEORGE ENSLEY MOORE, A.B.
BERNARD ISADORE COOPERSMITH, with	MAURICE DAVID PEARLMAN, with
Honors	Honors
JOHN LEWIS CUTLER	WILLIAM NELSON PIPER
PATRICK THOMAS DOLAN, Jr.	KENNETH LEWIS PISTORIUS
EDMUND ROCHE DONOGHUE	HENRY RICEWASSER, A.B.
VICTOR MURPHY DORRIS	MARION MASTERS RICKETTS, Jr.
DESALES GUILLAUME DUVIGNEAUD	MORRIS M. ROSENTHAL
ALFRED STUART EHRLICH	HAROLD JEROME ROTHENBERG
ALFRED BERNARD FALK	OSCAR RUSHAKOFF, with Honors
ROBERT ALAN FANTUS	MARGARET MARY SCANNELL
FANNIE FINKELSTEIN, with Honors	FREDERICK GLEADALL SIMPSON
LEAH FISHER	HENRY FRED STEINBOCK
RICHARD GEORGE FORT	JOSEPH FRANCIS STEININGER
ISADORE FRIEDMAN, with Honors	DAVID HENRY STERN
JACK FRIEDMAN	CHARLES HENRY STUBENRAUCH, Jr.,
LEONARD DAVID FRIEDMAN	with High Honors
ROSE FROMM	ALBERT FREDERICK SWATEK, with
RICHARD LAWRENCE FRUIN	Honors
SAMUEL THEODORE GERBER	SYDNEY WILLIAM TAUBER
RALPH GRADMAN, with High Honors	LEO TEPPER, with Honors
ADELINE S. GREENBERG	SIDNEY MERRILL TEPPER
MARVIN GRUBMAN, with Honors	ANNETTE V. TESARIK
DOMINIC JOSEPH HAFTKOWSKI	JOHN VERNON THOMPSON
EARL DOUGLAS HAMILTON	JOHN KEAY WALLACE, II
IRVING HANDWERGER	JACOB WALTER
THRIFT GENE HANKS	JOSEPH EUGENE WALTON
MARTIN FRANKLIN HANSON	ARNOLD HARRIS WARSHHELL
JACK TILDEN HASKINS	LEONARD LESTER WEIL
JAMES CHARLES HAVRANEK	BENJAMIN ABRA WEINBERG
ROBERT CLARENCE HECKER	ROY CYRIL WEINSTEIN
HAROLD HERRON	CHARLES GILBERT WEISSMAN
MILTON HERZBERG	GEORGE JOSEPH WIENMAN
MORIS HORWITZ	FRED MILLER WILLIAMS
FRANK LOUIS JEDLICKA	IRWIN FOX WILLIGER
ROBERT JOSEPH JENSIK	WARREN ASHLEY YEMM
HERMAN JOFFE	

Certificate in Medicine

- HARRIE POND ALTMAN, JR.
 HERBERT JACK APFELBERG, B.S.
 GEORGE HAROLD ASHLINE, A.B., B.S.
 MEYER BACKER, Ph.C., B.S.
 MILTON CHARLES BAUMANN, B.S.
 ARTHUR BERMAN
 JOHN ANTHONY BIELSKI
 SAMUEL MITCHELL BLUEFARB, B.S.
 GEORGE WENCIL BOHR
 ABRAHAM BRODSKY
 LESTER PAUL BUNCHMAN
 SAMUEL BURACK, B.S.
 EDWARD MAURICE BURNS
 JOSEPH PETER CASCINO, B.S.
 JOHN GOOLSBY CECIL, B.S.
 RALPH CHAPMAN, B.S.
 CHESTER COGGESHALL, B.S.
 MEYER MERLE CUTLER, B.S.
 DUANE DELBERT DARLING, B.S., with
 Honors
 SYDNEY ALFRED DIAMOND, B.S.
 HOWARD ELLSWORTH DORTON, B.S.,
 with Honors
 CORINNE SCHENCK EDDY, Ph.B.
 BENJAMIN EINHORN, B.S.
 IRVING FAVUS, B.S.
 PAUL EDWARD FELDMAN, B.S.
 ROBERT VERNON FERRELL, B.S.
 JACK FINKELSTEIN, B.S.
 JACOB C. FLEISCHER, B.S.
 LEONA ROSEMARY FORDON, B.S.
 HAROLD S. FRIEDMAN, B.S.
 EUGENE WARREN GESSLER, B.S.
 ALFRED JOSEF GOLDYNE, B.S.
 JOSEPH ROBERT GORAN
 ORVILLE EUGENE GORDON, B.S.
 GASPER ASA GOSHGARIAN
 MORRIS GREENBERG, B.S.
 JACOB GROSSBLAT, B.S.
 JACK WILLIAM GROSSMAN, B.S.
 SAMUEL ALBERT GUNN, B.S.
 JOHN OLAF HANSON, B.S.
 GEORGE MELVIN HARMS, B.S.
 JOHN A. HAVLICEK, B.S.
 FRIEDY B. HEISLER, B.S.
 WADE FREDERIC HERITAGE, B.S.
 PAUL HERZOG, B.S.
 AARON ARTHUR HILKEVITCH, B.S.
 ALLAN BONNER HIRSCHTICK, B.S.
 NATHAN LEONARD HOFFENBERG, B.S.
 MAURICE THOMAS HORSMAN
 ELFRIEDE HORST, A.B.
 HAROLD DALE HUFF, B.S.
 KENNETH FRANKLIN HUGHES, B.S.
 WILLIAM ADDISON HUTCHISON
 FRANCIS MARION JACKS, B.S.
 GARLAND URIAH JAMISON, A.B.
 (as of March 20, 1936)
 NATALIA JULIA JANICKI, B.S.
 ERNEST ARTHUR KAHN, B.S.
 ELMER JOHN KALAL
 JOHN STUART KAPERNICK, B.S.
 HENRY KAPLAN, B.S.
 LEO ABRAHAM KAPLAN
 SELIG JOEL KAVKA, B.S.
 JOHN WESLEY KEYES, B.S.
 ALFRED JOSEPH KLEIN, B.S.
 ERNEST SOL KLEIN
 WILLIAM PHILIP KLEITSCH, B.S.
 CHARLES DONALD KRAUSE
 ALFRED JOHN KREFT, B.S.
 RALPH KUHLMAN
 CORINNA KURVINEN, B.S.
 JOSEPH ARTHUR KWINT, B.S.
 HERMAN BORIS LANDER, B.S.
 GILBERT GEORGE LAPID, B.S.
 HARRY LASIN
 PHILIP RANKIN LATTI, B.S.
 FRED HUNTER LAWRENCE, A.B., B.S.
 EDWIN HARVEY LAWSON, B.S.
 ARTHUR BERNARD LEVAN, B.S., with
 Honors
 LOUIS LEVIN, B.S.
 MILTON JACK LEVISOHN, B.S.
 ROLAND MARCO LEVISOHN, B.S.
 SAMUEL LIEBMAN, B.S.
 SOL LUDMERER, B.S.
 EMERSON KING McVEY
 SAMUEL M. MARCUS, B.S.
 LLOYD LOUIS MATZKIN, B.S.
 SIMON JACOB MAYDET, B.S.
 NATHAN HARRY MILLER
 FELIX PATRICK MOONEY
 WILLIAM GOODRICH MOTEL, B.S.
 BERNARD BENJAMIN NEUCHILLER
 EVERETT JACOB OLENICK, B.S., with
 Honors
 EDWARD PALMER, Ph.B.
 ARTHUR KARL PETERSON, B.S.
 THEODORE ALGIRD POSKA, B.S.
 FRED AUGUST QUENZER, B.S.
 SAMUEL S. REINGLASS, B.S.
 OLIVER VERNON RENAUD, B.S.
 STANLEY EVERETT ROBINSON
 HERBERT EDGAR RUBIN, B.S.
 PRESTON WALKER SAWYER, B.S.
 LOUIS SCHLAN, B.S.
 ERNST SCHMIDHOFER, Jr.
 SAMUEL LOUIS SCHREIBER, Ph.C., B.S.
 JOSEPH SCHWARTZ, B.S.
 HARRY M. SEGENREICH, B.S.
 ARTHUR LOUIS SHAPIRO, B.S.
 IRENE SHMIGELSKI
 ADAM SLAW, B.S.
 JOHN WALLACE STASTNY, B.S.
 DAVID WILLIAM STEINBERG, B.S.
 HAROLD STEINBERG
 HYMAN SYDNEY STEINBERG, B.S.

DAVID HENRY STERN
 ANTHONY EDWARD SUKIS
 STANLEY EDWARD TELSER, A.B.
 JAY DONALD TROTTER
 ISADORE TURETSKY, B.S.
 HYMEN LEON UDESKY, B.S.
 CHESTER WADE, B.S.
 WILLIAM STANLEY WALSH, B.S.
 JOSEPH EUGENE WALTON
 MILAN MICHAEL WASICK, B.S.
 LEONARD LESTER WEIL

JACK WEINBERG
 ROSS RUSSELL WELLER, A.B.
 CLARENCE BENJAMIN WYNGARDEN, B.S.
 JOSEPH JOHANAN YANOWITZ, B.S.
 FRANCIS JOSEPH YOUNG, B.S.
 TOMMY RICHARD YOUNG, B.S.
 MARY ZELDES, A.B.
 WILLIAM BERNARD ZELIK, B.S.
 SIDNEY EDWARD ZIFFREN, B.S.
 RAYMOND DUMONT ZIMONT, B.S.

Degree of Bachelor of Medicine

HAROLD HENRY BOROS, B.S.
 JOHN LEWIS CUTLER

JOHN RICHARD TAYLOR, B.S.

COLLEGE OF DENTISTRY

Degree of Bachelor of Science

In Dentistry

ELLIOTT WILLIAM ALPERN
 MASSIS ARMEN BAHADOR
 RUSSELL LAWRENCE CARTER
 ANDREW B. COHEN
 JESSE HERBERT COVEN
 JOHN EDWARD EMANUELSON
 STANLEY J. FLACHNER, A.B.
 PAUL GECHMAN
 JACOB MARTIN GOLDSTEIN
 ELIAS HOROWITZ
 HARRY ALEX KARCZEWSKI
 ARTHUR DEO KLEIN, JR.
 HENRY JOHN KWAPISZ
 HENRY HAROLD LEIB

EDWARD JAMES LESKO
 HARRY GEORGE LEVENTYN
 EDWARD HARRY RAGAN
 JOSEPH JAMES ROSENBUSH
 ROBERT ROY RUBIN
 DONALD HENRY RUETER
 CLARENCE SCHNEIDER
 HARRY SPODAK
 HENRY LEWIS WENTE
 HOWARD L. S. WERCH
 PHILIP WESKO
 RAYMOND AUBREY WINDER
 JACK ZIMENT

Degree of Doctor of Dental Surgery

JULIUS BERMAN, B.S.
 FRANK DONALD BERNARD, B.S.
 ROBERT ROWLEY BOWMAN, B.S.
 JAMES HARRY CAUSER, JR., A.B.
 JACOB COHEN, B.S.
 ROBERT DANE CURTIS, B.S., with
 Honors
 MANUAL DVORIN
 JACK EHRLICH, B.S.
 MAURICE ROBERT FALSTEIN
 ANTHONY LUKE GESSAY, B.S.
 EDWARD JOHN GOGGIN, B.S.

AMBROSE GOLDBERG
 PHILIP TOBE GOLDBERG, B.S.
 GORDON DUNNINGTON HEIPLE
 DEWEY DEWITT JACKSON, B.S.
 ANTHONY LOUIS PETERS, B.S.
 JOSEPH ISADORE SAPOSNIK, B.S.
 BENJAMIN BERNARD SHAPIRO, B.S.
 KENNETH PALMER SHARPE, B.S.
 SIMPSON TANNENBAUM, B.S.
 ISRAEL S. WAGMAN, B.S.
 PHILIP ALLAN WINSTON, B.S.

COLLEGE OF PHARMACY

Degree of Pharmaceutical Chemist

BELA HORVATH
 BERNARD HENRY KSYCKI
 PETER DANIEL MAGGIO
 RICHARD KENNETH MAGID
 CHESTER LOUIS PRYBYLO

ANTHONY DANIEL RAVEGNANI
 JOSEPH RUTGARD
 SOL CHARLES SHERMAN
 EDWARD FRANK VLACK

Degree of Bachelor of Science*In Pharmacy*

ROBERT WILLIAM ELICH, B.S.	SISTER MARY ETHELBERTA KREBS
ABRAHAM ENDLER	FRANCIS XAVIER LESCHER
LELAND EVERETT FETZER	JEROME MARTIN MITACEK
RAYMOND FISHER	MICHAEL RICHARD MIZEN
RAYMOND JOSEPH FRIDRICH	CARL GEORGE MOZENTER
WALTER ALLEN GHER	EDWARD CASIMIR ROGOWSKI
WILLIAM A. HOFF	KARL BLEI ROSEN
NATHAN HOROWITZ	SAM RUTTENBERG
MARSHALL HOTZ	J. LEONARD SCHALLMAN
KENNETH LYLE HOWELL	ARTHUR ALBERT SCHAUER
DOROTHY HELEN HUBLER	JACOB SHAPIRO
EDWARD JOHN JARUSZEWSKI, with High Honors	WALTER JOSEPH SHARKA, Jr., with Honors
IGNATIUS JOSEPH KASKI	HERMAN SILVER
EDWARD ERNST KING	SAMUEL SONSHINE, with Honors
ELMER GUENTHER KING, with High Honors	ROBERT GEYMER STEVELEY
CONSTANTINE GEORGE KOLOMATSKY, with High Honors	SIDNEY ASHER TAYLOR
	ETHEL LOUISE TUSCHER
	ADAM EVERETT VOLKENANT

GRADUATE SCHOOL**Degree of Doctor of Philosophy***In Bacteriology*

MARION WINIFRED HOOD, A.B., Carroll College, 1918; A.M., University of Wisconsin, 1928.

In Medicine

FORD KIMMEL HICK, M.D., M.S., 1931, 1933.

In Pathology

PERRY JULIUS MELNICK, B.S., M.S., M.D., 1927, 1929, 1930.

Degree of Master of Arts*In Psychology*

ROBERT CRANE KAMMERER, A.B., 1933

Degree of Master of Science*In Bacteriology*

MARIE ANNA HAGELE, B.S., Lewis Institute, 1931

GEORGE MAURICE KALMANSON, B.S., College of the City of New York, 1934

In Dental Pathology and Therapeutics

EDGAR HERMAN KRAMP, B.S., D.D.S., 1929, 1931

In Medicine

SAMUEL LIEBMAN, B.S., 1934

In Neuropsychiatry

CHESTER WADE, B.S., 1934

In Orthodontia

BEULAH GRATTAN NELSON, A.B., Northwestern University, 1921; D.D.S., 1930

In Pathology

BEN WILLIAM LICHTENSTEIN, B.S., M.D., 1930, 1932

EVERETT JACOB OLENICK, B.S., 1934

In Pharmacology

JACOB FRANCIS HAHN, B.S., 1930

In Physiology

LESTER FRANDS MIKKEL STORM, B.S., Northwestern University, 1933

RESIGNATIONS AND DECLINATIONS

The Secretary presented also for record the following list of resignations and declinations.

Baker, Mrs. Mildred Broom, Stenographer for the Appointments Committee, in the College of Education—declination effective September 1, 1936.

Barrett, John F., Assistant in Geology—resignation effective September 1, 1936.

Bedinger, Paul L., Resident in Pathology, in the Department of Pathology, Bacteriology, and Public Health—resignation effective June 30, 1936.

Brown, Ferne, University Junior Stenographer in the Physical Plant Department—resignation effective May 2, 1936.

Bumstead, C. H., Assistant in Psychology—declination effective September 1, 1936.

Catterall, J. L., Research Assistant in the Classics—declination effective September 1, 1936.

Childs, Alice, Assistant in Medicine and Operator of the Electrocardiograph, in the Department of Medicine—declination effective September 1, 1936.

Cohee, G. V., Assistant in Geology—declination effective September 1, 1936.

Condo, Fred E., Assistant in Soil Survey Analysis, in the Agricultural Experiment Station—resignation effective June 24, 1936.

Costley, R. J., Assistant in Zoology—declination effective September 1, 1936.

Damisch, H. R., Assistant in Agricultural Extension, in the Agricultural Extension Service—declination effective September 1, 1936.

Darling, B. T., Assistant in Physics—declination effective September 1, 1936.

Gaa, Charles J., Assistant in Accountancy—declination effective September 1, 1936.

Hartsook, J. H., Assistant in Romance Languages—declination effective September 1, 1936.

Howard, F. C., Instructor in Chemical Engineering—declination effective September 1, 1936.

Hurt, B. R., Assistant in Agricultural Economics, in the Agricultural Experiment Station—declination effective September 1, 1936.

Jackson, Ellen P., Assistant in Library Science—declination effective September 1, 1936.

Jones, Mildred E., Instructor in Physiology—declination effective September 1, 1936.

Kalmanson, George M., Assistant in Bacteriology and Public Health, in the Department of Pathology, Bacteriology, and Public Health, in the College of Medicine—declination effective September 1, 1936.

Kenney, Roger T., Assistant in Dairy Manufactures, in the College of Agriculture, and in the Agricultural Experiment Station—resignation effective July 1, 1936.

Kronenberg, M. H., Associate in Medicine—declination effective September 1, 1936.

McDonald, C. A., Assistant in Accountancy—declination effective September 1, 1936.

McNamara, Mrs. Susan D., Secretary to the Dean of the College of Liberal Arts and Sciences—declination effective September 1, 1936.

Ramsey, J. A., Assistant in Romance Languages—declination effective September 1, 1936.

Randall, J. R., Assistant in Geography—declination effective September 1, 1936.

Rowe, C. G., Assistant in Romance Languages—declination effective September 1, 1936.

Ruch, F. L., Assistant Professor of Psychology—resignation effective September 1, 1936.

Sand, C. A., Technician in the Department of Physiological Chemistry, in the College of Medicine—resignation effective June 1, 1936.

Scherer, A. C. F., Assistant in German—declination effective September 1, 1936.

Sloan, H. J., Associate in Poultry Husbandry, in the Department of Animal Husbandry, in the College of Agriculture, and in the Agricultural Experiment Station—resignation effective August 1, 1936.

Stults, Mary C., Assistant in Romance Languages—declination effective September 1, 1936.

Stuttle, Dorothy E., Assistant in Romance Languages—declination effective September 1, 1936.

Thornburgh, Mary Virginia, Technician in the Department of Dental Pathology and Therapeutics, in the College of Dentistry—declination effective September 1, 1936.

Townsend, Susan, Assistant in the Loan Department of the Library—declination effective September 1, 1936.

Wallace, Anne Dorsey, Technician in Ophthalmology, in the College of Medicine—resignation effective June 24, 1936.

Williams, Leonard Freeman, University Service Fellow in Agronomy—resignation effective May 1, 1936.

Wilson, Lenore, Stenographer in the Department of Animal Husbandry, in the College of Agriculture, and in the Agricultural Experiment Station—resignation effective June 11, 1936.

GRADUATE SCHOLARSHIPS AND FELLOWSHIPS

The Secretary presented also for record the following list of graduate scholars and fellows appointed by the President of the University.

Classics.....	Annetta R. Allegra.....	Scholarship.....	—
	Gaylia M. Goode.....	Fellowship.....	\$500
Physics.....	Robert Rogers.....	Scholarship.....	300
Political Science.....	Mary E. McCoy.....	Scholarship.....	—
Zoology.....	Edna Mae Pratt.....	Scholarship.....	300

APPOINTMENTS MADE BY THE PRESIDENT

The Secretary presented also for record a list of appointments made by the President of the University.

Ades, Harlow Whiting, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)¹

Alexander, Martha S., University Graduate Stenographer in the School of Journalism, for one year beginning September 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation of one thousand five hundred dollars (\$1500) (this supersedes her previous appointment). (June 19, 1936)

Allen, Robert Eugene, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of one thousand dollars (\$1000). (June 17, 1936)

Allender, Christia, to give instruction in Zoology, on one-fifth time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, without salary. (June 10, 1936)

Alsterlund, John Frederick, Special Research Assistant in the Agricultural Experiment Station, in cooperation with the State Natural History Survey Division, beginning May 1, 1936, and continuing until further notice, at a cash compensation at the rate of one hundred dollars (\$100) a month (this supersedes his previous appointment). (June 16, 1936)

¹The date in parenthesis is the date on which the appointment was made by the President of the University.

Anderson, John, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (May 28, 1936)

Andrew, Calvin Clayton, Architectural Draftsman in the Physical Plant Department, for one year beginning September 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation of two thousand four hundred dollars (\$2400) (this supersedes his previous appointment). (June 10, 1936)

Arden, Phoebe Johnson, Assistant in Botany, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 10, 1936)

Bachman, Kenneth Leroy, Assistant in Agricultural Economics, in the Agricultural Experiment Station, on one-half time, for one year beginning September 1, 1936, at a cash compensation of seven hundred twenty dollars (\$720). (June 3, 1936)

Bamberger, Arrie, Associate Professor of Surgery, in the College of Medicine, on one-eighth time, for one year beginning September 1, 1936, at a cash compensation of three hundred twenty dollars (\$320). (June 19, 1936)

Beard, Charles Noble, Laboratory Assistant in Geology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 20, 1936)

Bedinger, Paul Lincoln, Junior Resident in Medicine, in the College of Medicine, for one year beginning July 1, 1936, at a cash compensation of six hundred dollars (\$600), plus maintenance (including room, board, and laundry) furnished by the State Department of Public Health. (June 17, 1936)

Bergantz, Joseph Arthur, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 13, 1936)

Bergmann, Howard Gordon, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of five hundred forty dollars (\$540). (June 16, 1936)

Black, Charles Theodore, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Borst, Lyle Benjamin, Special Research Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 16, 1936)

Boyd, Anne Morris, to give instruction in Library Science, in the Summer Session of 1936, on one-half time, beginning June 15, 1936, and ending August 8, 1936, involving additional service not contemplated in her appointment to teach during the two semesters of the regular academic year, at an additional compensation of two hundred forty-eight dollars thirty-three cents (\$248.33) for the session (this supersedes her previous appointment). (June 16, 1936)

Boyd, Mrs. Ella Frantz, Social Director in the Woman's Residence Hall for the Summer Session of 1936, beginning July 1, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of sixty-five dollars (\$65) a month. (June 11, 1936)

Bozeman, Martha Lee, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Byman, Leonard, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 13, 1936)

Carney, Paul William, Assistant and Second Junior Resident in Surgery, in the College of Medicine, for one year beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600), plus maintenance (including room, board, and laundry) furnished by the State Department of Public Welfare. (June 25, 1936)

Carter, Jane Elizabeth, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-eight dollars (\$968). (June 16, 1936)

Cassity, C. Ronald, Assistant in Mathematics, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 16, 1936)

Chambers, Evelyn Constance, Laboratory Assistant in the Department of Home Economics, in the College of Agriculture, and in the Agricultural Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 17, 1936)

Christian, William Arnold, Junior Resident in Medicine, in the College of Medicine, for six months beginning July 1, 1936, at a cash compensation at the rate of fifty dollars (\$50) a month, plus maintenance (including room, board, and laundry) furnished by the State Department of Public Health. (June 17, 1936)

Cole, Mrs. Edith Martha, Stenographer and Clerk in the Extension Service in Agriculture and Home Economics, for one year beginning September 1, 1936, at a cash compensation of one thousand twenty dollars (\$1020). (May 27, 1936)

Cole, John Wayne, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400) (this supersedes his previous appointment). (June 13, 1936)

Comings, Edward Walter, to give instruction in Chemical Engineering, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of four hundred fifty dollars (\$450) for the session. (May 27, 1936)

Crist, Raymond E., Assistant in Geography, for ten months beginning September 1, 1936, at a cash compensation of one thousand four hundred dollars (\$1400). (June 25, 1936)

Cross, J. M., Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400) (this supersedes his previous appointment). (June 13, 1936)

Dankert, Lester John, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 16, 1936)

Danner, Edwin Christian, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Denoon, Clarence England, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1935, at a cash compensation of four hundred dollars (\$400) (this supersedes his previous appointment). (June 13, 1936)

Deuth, Martin John, Laboratory Assistant in Geology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 20, 1936)

Dexter, Ralph Warren, Assistant in Zoology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 5, 1936)

Donovick, Samuel Elmar Richard, Assistant in Bacteriology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (May 27, 1936)

Dunnington, Guy Waldo, Assistant in German, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 13, 1936)

Eachus, Joseph Jackson, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of five hundred forty dollars (\$540). (June 16, 1936)

Edidin, Louis, Assistant in Medicine, in the College of Medicine, beginning June 16, 1936, and continuing until September 1, 1937, without salary. (June 25, 1936)

Edwards, Maxwell Dean, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of one thousand dollars (\$1000). (June 19, 1936)

Egley, Richard Samuel, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 20, 1936)

Ekstrom, William Ferdinand, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 16, 1936)

Engdahl, Richard Bott, Research Graduate Assistant in Mechanical Engineering, in the Engineering Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 16, 1936)

Eppstein, Samuel H., Special Research Assistant in Chemistry, for ten months beginning September 1, 1936, at a cash compensation of one thousand six hundred dollars (\$1600). (June 12, 1936)

Ewert, Earl Ernst, Associate in Surgery, in the College of Medicine, on three-fourths time, for one year beginning September 1, 1936, at a cash compensation of one thousand seven hundred twenty dollars (\$1720). (June 19, 1936)

Fiore, Michael Edward, Special Research Graduate Assistant in Civil Engineering, in the Engineering Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 12, 1936)

Fogle, Stephen Francis, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 16, 1936)

Fugate, Wesley, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (May 27, 1936)

Fuller, Harry James, Associate in Botany, for one year beginning September 1, 1936, at a cash compensation of two thousand four hundred dollars (\$2400) (this supersedes his previous appointment). (June 4, 1936)

Gay, Merrill Cochrane, to give instruction in Economics, on one-half time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred twenty-five dollars (\$125) for the session. (June 18, 1936)

Gibbons, John Joseph, Jr., Instructor in Physics, for ten months beginning September 1, 1936, at a cash compensation of one thousand six hundred thirty dollars (\$1630). (June 16, 1936)

Gilmore, Sylvia Coral, to give instruction in Library Science, in the Summer Session of 1936, beginning June 15, 1936, and ending August 15, 1936, at a cash compensation of two hundred fifty dollars (\$250), and Assistant in the Order Department of the Library, beginning August 16, 1936, and continuing through August 31, 1936, at a cash compensation at the rate of one thousand four hundred fifty dollars (\$1450) a year (this supersedes her previous appointment). (June 16, 1936)

Glavis, Frank Johnson, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 13, 1936)

Graff, Sarah Frances, Resident in the Division of Anaesthesia, in the College of Medicine, for one year beginning July 1, 1936, at a cash compensation of three hundred dollars (\$300), plus maintenance (including room, board, and laundry) furnished by the State Department of Public Welfare. (June 25, 1936)

Green, J. W., Assistant in Agricultural Economics, in the College of Agriculture, and in the Agricultural Experiment Station, on one-half time, for one year beginning September 1, 1936, at a cash compensation of seven hundred twenty dollars (\$720).

Greenlee, Sylvan Owen, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400) (this supersedes his previous appointment). (June 13, 1936)

Grillot, Gerald Francis, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 19, 1936)

Gruber, Elbert Egidius, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Gustafson, Paul Victor, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Hales, Everett Burton, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 25, 1936)

Hammer, Carl, Jr., Assistant in German, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 13, 1936)

Hansman, Margaret Mary, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of five hundred forty dollars (\$540). (June 16, 1936)

Hartman, Howard Lee, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 19, 1936)

Heitman, Richard Henry, Research Graduate Assistant in Theoretical and Applied Mechanics, in the Engineering Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 19, 1936)

Herrold, Russell Dorr, Associate Professor of Surgery, in the College of Medicine, on one-half time, for one year beginning September 1, 1936, at a cash compensation of two thousand dollars (\$2000). (June 19, 1936)

Hicks, Russell Lowell, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Hill, Roscoe Earle, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 24, 1936)

Holmes, Lawrence Richard, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 16, 1936)

Hood, Robin, Assistant in Economics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 2, 1936)

Hook, Julius Nicholas, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of one thousand dollars (\$1000). (June 16, 1936)

Hoover, William Farrin, Assistant in Geology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 20, 1936)

Hurley, Candace Adell, Assistant Extension Editor in the Extension Service in Agriculture and Home Economics, for three months beginning June 1, 1936, at a cash compensation at the rate of one hundred thirty-three dollars thirty-three cents (\$133.33) a month (this supersedes her previous appointment). (June 10, 1936)

Jeanes, Allene Rosalind, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400) (this supersedes her previous appointment). (June 13, 1936)

Jeppesen, Gordon Lutz, Research Graduate Assistant in Civil Engineering, in the Engineering Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 10, 1936)

Jones, Sarah Elizabeth, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 10, 1936)

Kempster, Elizabeth Curtis, Assistant in Home Economics, in the College of Agriculture, on one-fourth time, for one year beginning September 1, 1936, at a cash compensation of three hundred sixty dollars (\$360). (June 17, 1936)

Kendall, Willmoore, Assistant in Political Science, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (May 27, 1936)

Keyser, Louis Schröer, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Kibbey, Donald Eugene, Assistant in Mathematics, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 16, 1936)

Kimpel, Harry George, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Kruger, William Paul, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 8, 1936)

Lawrenz, Margaret, Special Research Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 27, 1936)

Lawyer, Jane, Assistant in Physical Education for Women, for ten months beginning September 1, 1936, at a cash compensation of one thousand five hundred dollars (\$1500). (June 16, 1936)

Lindeborg, Robert Gust, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Lindstrum, Andrew Oliver, Assistant in Mathematics, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 16, 1936)

Long, Winfield H., Laboratory Helper and Mechanician in the Department of Botany, for one year beginning September 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation of one thousand three hundred twenty dollars (\$1320). (June 5, 1936)

Lord, Thomas Henry, Assistant in Bacteriology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 24, 1936)

Lowry, Wilson McNeil, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 17, 1936)

Luebke, Emmeth August, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 25, 1936)

McComas, Paul Sinclair, Assistant in Agricultural Economics, in the Agricultural Experiment Station, on one-half time, for one year beginning September 1, 1936, at a cash compensation of seven hundred twenty dollars (\$720). (June 17, 1936)

McIntyre, Ella, to give instruction in Library Science, on three-fourths time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred eighty-seven dollars fifty cents (\$187.50) for the session. (June 20, 1936)

McIver, Catherine, to give instruction in Library Science, on three-fourths time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred eighty-seven dollars fifty cents (\$187.50) for the session. (May 27, 1936)

McReynolds, James Peyton, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Machell, John Vincent, Jr., Assistant in the Bureau of Business Research, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 2, 1936)

Marsh, Donald Bailey, Assistant in Economics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 19, 1936)

Martin, Robert Samuel, Associate in Mathematics, for one year beginning September 1, 1936, at a cash compensation of two thousand four hundred dollars (\$2400). (June 4, 1936)

Medcof, John Carl, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 16, 1936)

Meglitsch, Paul Allen, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Melville, Donald Burton, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 13, 1936)

Menefee, Sherman Grant, Assistant in Dairy Chemistry, in the Department of Dairy Husbandry, in the College of Agriculture, and in the Agricultural Experiment Station, for one year beginning September 1, 1936, at a cash compensation of one thousand four hundred forty dollars (\$1440). (June 17, 1936)

Meyer, Curtis Erdmund, Special Research Assistant in Chemistry, for ten months beginning September 1, 1936, at a cash compensation of one thousand six hundred dollars (\$1600). (June 12, 1936)

Meyer, Marvin Clinton, Assistant in Zoology, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 5, 1936)

Miller, Matthew William, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 16, 1936)

Mizelle, John Dary, to give instruction in Zoology, on three-fifths time, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, at a cash compensation of one hundred fifty dollars (\$150) for the session. (June 12, 1936)

Mora, Jacob Morton, Assistant Professor of Surgery, in the College of Medicine, on one-tenth time, for ten months beginning September 1, 1936, at a cash compensation of one hundred twenty-eight dollars (\$128), payable sixty-four dollars (\$64) at the end of each semester. (June 19, 1936)

Morris, Rupert Clarke, Jr., Special Research Assistant in Chemistry, for one year beginning September 1, 1936, at a cash compensation of two thousand dollars (\$2000). (June 10, 1936)

Morrison, Alice, Assistant in English, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 17, 1936)

Musgrave, Robert Burns, Assistant in Agronomy, in the College of Agriculture and in the Agricultural Experiment Station, on one-half time, for one year beginning September 1, 1936, at a cash compensation of seven hundred twenty dollars (\$720). (June 17, 1936)

Nadeau, Oscar Eugene, Associate Professor of Surgery, in the College of Medicine, on one-fourth time, for one year beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 19, 1936)

Nannes, Casper Harold, Assistant in English, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 19, 1936)

Nearhood, Reva, Assistant in the Loan Department of the Library, on three-fourths time, for one year beginning September 1, 1936, at a cash compensation of nine hundred ninety-six dollars (\$996). (June 5, 1936)

Netzorg, David Leon, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 16, 1936)

Nicholas, Constance, Assistant in English, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred eighty-four dollars (\$484). (June 13, 1936)

Nye, Herbert Arnold, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 25, 1936)

Oehler, René, Assistant in Chemistry, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 13, 1936)

O'Neal, Russell DeWitt, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 17, 1936)

Parker, William Lockwood, Assistant in Physics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 25, 1936)

Pate, Robert Sewell, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of five hundred forty dollars (\$540). (June 16, 1936)

Peppel, William Jennings, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 13, 1936)

Pohler, George Melvin, to give instruction in Industrial Chemistry, in the Summer Session of 1936, beginning June 15, 1936, and ending August 8, 1936, without salary. (June 6, 1936)

Pohler, George Melvin, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Post, George Washington, Jr., Associate Professor of Surgery, in the College of Medicine, on one-eighth time, for one year beginning September 1, 1936, at a cash compensation of three hundred twenty dollars (\$320). (June 19, 1936)

Puestow, Charles Bernard, Assistant Professor of Surgery, in the College of Medicine, on three-fourths time, for one year beginning September 1, 1936, at a cash compensation of two thousand eighty dollars (\$2080). (June 19, 1936)

Quinn, John Kerker, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 16, 1936)

Rawlinson, Kenneth Bouch, Assistant in Physical Education for Men, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 10, 1936)

Reamer, Owen Jordan, Assistant in English, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of five hundred dollars (\$500). (June 19, 1936)

Rempfer, Robert Weir, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 16, 1936)

Riseman, Henry Frank, Assistant in Animal Genetics, in the Department of Animal Husbandry, in the Agricultural Experiment Station, on one-half time, for one year beginning September 1, 1936, at a cash compensation of seven hundred twenty dollars (\$720). (June 19, 1936)

Robinson, James Vance, Assistant in Chemistry, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 24, 1936)

Ross, Sydney, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 16, 1936)

Ryden, Lawrence Leland, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Sample, James Halverson, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 13, 1936)

Schacht, John Hammond, Assistant in English, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred eighty-four dollars (\$484). (June 16, 1936)

Schmalz, Guenter George, Assistant in German, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 25, 1936)

Schmidt, Bernard, Assistant in English, on two-thirds time, for ten months

beginning September 1, 1936, at a cash compensation of nine hundred sixty-six dollars (\$966). (June 16, 1936)

Scott, Mary, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes her previous appointment). (June 13, 1936)

Severens, James Madison, Assistant in Animal Genetics, in the Department of Animal Husbandry, in the Agricultural Experiment Station, for two months beginning July 1, 1936, at a cash compensation at the rate of one hundred twenty-five dollars (\$125) a month. (June 22, 1936)

Shannon, William J., Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 16, 1936)

Shannon, William J., Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment) (June 25, 1936)

Sheldon, Dorothy Elizabeth, Special Research Assistant in Home Economics, in the Agricultural Experiment Station, beginning August 1, 1936, and continuing until further notice, at a cash compensation at the rate of one hundred fifty dollars (\$150) a month. (June 17, 1936)

Shirer, John Vergie, Assistant in Chemistry, on one-fourth time, for ten months beginning September 1, 1936, at a cash compensation of three hundred dollars (\$300). (June 25, 1936)

Shrout, Duane C., Technician in the Department of Physiological Chemistry, in the College of Medicine, for three months beginning June 1, 1936, at a cash compensation at the rate of eighty-nine dollars thirty-three cents (\$89.33) a month. (June 9, 1936)

Simons, Willis Marion, Assistant in English, on two-thirds time, for ten months beginning September 1, 1936, at a cash compensation of nine hundred sixty-eight dollars (\$968). (June 16, 1936)

Slaughter, Danely Philip, Junior Resident in Medicine, in the College of Medicine, for six months beginning January 1, 1937, at a cash compensation at the rate of fifty dollars (\$50) a month, plus maintenance (including room, board, and laundry), furnished by the State Department of Public Health. (June 25, 1936)

Smith, Janice Minerva, Assistant in Home Economics, in the College of Agriculture, and in the Agricultural Experiment Station, on one-fourth time, for one year beginning September 1, 1936, at a cash compensation of three hundred sixty dollars (\$360) (this supersedes her previous appointment). (June 6, 1936)

Snyder, Harold Ray, Special Research Assistant in Chemistry, for one year beginning September 1, 1936, at a cash compensation of two thousand dollars (\$2000). (May 28, 1936)

Spence, Roderick Wharley, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 13, 1936)

Sprague, Vance Glover, Assistant in Agronomy, in the College of Agriculture, and in the Agricultural Experiment Station, for two months beginning July 1, 1936, at a cash compensation at the rate of one hundred forty-one dollars sixty-six cents (\$141.66) a month. (June 17, 1936)

Sprague, Vance Glover, Assistant in Agronomy, in the College of Agriculture, and in the Agricultural Experiment Station, for one year beginning September 1, 1936, at a cash compensation of one thousand seven hundred dollars (\$1700). (June 17, 1936)

Sveda, Michael, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Tabel, Wilbert A., Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 13, 1936)

Takats, Géza de, Assistant Professor of Surgery, in the College of Medicine, on one-half time, for one year beginning September 1, 1936, at a cash compensation of one thousand five hundred dollars (\$1500). (June 19, 1936)

Taylor, Aubrey Bryant, Instructor in Physiology, for ten months beginning September 1, 1936, at a cash compensation of one thousand six hundred dollars (\$1600). (June 15, 1936)

Taylor, John Reid, Assistant in the Bureau of Business Research, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 2, 1936)

Tenney, Horace Marion, Assistant in Chemistry, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600) (this supersedes his previous appointment). (June 13, 1936)

Tesor, Frank Joseph, Assistant and Out-Patient Resident in the Department of Obstetrics and Gynecology, in the College of Medicine, beginning July 1, 1936, and continuing through June 30, 1937, at a cash compensation of six hundred dollars (\$600), plus maintenance (including room, board, and laundry) furnished by the State Department of Public Welfare. (June 5, 1936)

Thomas, Ariel Alton, Special Research Graduate Assistant in Civil Engineering, in the Engineering Experiment Station, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 12, 1936)

Tordella, Louis William, Assistant in Mathematics, on two-fifths time, for ten months beginning September 1, 1936, at a cash compensation of five hundred forty dollars (\$540). (June 16, 1936)

Treftz, Kenneth Lewis, Assistant in the Bureau of Business Research, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (June 10, 1936)

Van Hazel, Willard, Assistant Professor of Surgery, in the College of Medicine, on three-fourths time, for one year beginning September 1, 1936, at a cash compensation of one thousand eight hundred dollars (\$1800). (June 19, 1936)

Wagner, Harold, Technician in the Department of Pathology, in the College of Medicine, for one year beginning September 1, 1936, at a cash compensation of one thousand one hundred twenty dollars (\$1120). (June 2, 1936)

Waters, Leslie L., Assistant in Economics, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700). (June 12, 1936)

Watt, John James, Jr., Assistant in Physical Education for Men, for ten months beginning September 1, 1936, at a cash compensation of seven hundred dollars (\$700), in addition to eight hundred dollars (\$800) paid by the Athletic Association for which the University assumes no responsibility. (June 10, 1936)

Weissberg, Samuel George, Assistant in Physics, on one-half time, and Special Research Assistant in Psychology, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of one thousand two hundred dollars (\$1200) (the payment of five hundred dollars (\$500) of the stipend is contingent upon the receipt of funds from the American Otological Society). (June 24, 1936)

Wheeler, Marion Ruth, Laboratory Assistant in the Department of Home Economics, in the College of Agriculture, on one-half time, for ten months beginning September 1, 1936, at a cash compensation of six hundred dollars (\$600). (May 27, 1936)

Williams, William Wilson, Assistant in Chemistry, on one-third time, for ten months beginning September 1, 1936, at a cash compensation of four hundred dollars (\$400). (June 16, 1936)

Wilson, Eugene Holt, Cataloger in the Library, on one-fourth time, for ten months beginning September 1, 1936, subject to the rules of the Civil Service Commission, at a cash compensation of three hundred dollars (\$300) (this supersedes his previous appointment). (June 17, 1936)

Womack, Madelyn, Special Research Assistant in Chemistry, for ten months beginning September 1, 1936, at a cash compensation of one thousand six hundred dollars (\$1600). (June 12, 1936)

The Board adjourned.

H. E. CUNNINGHAM

Secretary

O. M. KARRAKER

President