

of the State of Texas on account of this deed or the note
 secured hereby then and in such case this deed shall
 remain in full force and virtue and the said promissory
 note ^{And} all the interest notes with interest secured
 thereon and the costs of protest together with all
 moneys advanced or paid by the said party of the third
 part, or the legal holder of said note for any of the
 purposes above mentioned with interest thereon at
 twelve percent per annum from date of advanced-
 ment shall each and every one of them become and be at
 once due and payable at the option of said party of the
 third part or the legal holder of said note. And in case
 the party of the third shall elect to foreclose this deed said
 party of the first part agrees to pay the party of the third
 part or the legal holder of said promissory note interest
 at the rate of twelve per cent per annum computed
 semi-annually on said principal note from the date thereof
 to the time when the money shall be actually paid,
 but any payments made on account of interest shall be cred-
 ited in said computation so that the total interest collected
 shall not exceed twelve percent. And the said party of
 the second part or his successors in trust shall become
 and be at once entitled to the full possession of said
 premises and all the emblements thereon and to have and
 receive all the rents issues and profits thereof and have
 full power to control the same and especially to pre-
 vent all waste of whatever nature by any person
 whomsoever upon all or any part of said premises. And
 upon application of said party of the third part or
 the legal holder of said promissory note shall
 proceed at once to foreclose this deed in his own
 name or otherwise by suit in any court of competent
 jurisdiction and to obtain a decree for the sale and
 conveyance of said premises, ^{And} the emblements thereon
 by said party of the second part or his successors in
 trust or such trustee or as special commissioner
 under order of the Court. And out of the proceeds of said
 sale to pay, first, all costs of said suit including such
 commissions on said sale as are allowed Sheriffs by law,
 second, all costs expenses and charges of executing this trust
 and a sum equal to ten percent of the amount due
 on said indebtedness at the date of decree as attorney's
 fees for foreclosing this deed. And all sums due said
 party of the second part or his successors in trust. ^{And}
 the said party of the third part or the legal holder of
 said note for moneys advanced for payment of taxes