

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 as 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 per cent of the amount due on said indebtedness at the rate of decree and attorneys fees for enforcing 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 insurances and other expenses concerning said premises under any of the provisions of this deed with twelve per cent interest thereon as herein provided; and third said indebtedness with interest and costs. The remainder if any to be paid over to said party of the first part or their legal representatives.

It is hereby agreed that if the said party of the second part or his successors in trust shall at any time advance money for insurance on said premises or to pay taxes laid thereon or to redeem the same from any sale for taxes or to protect their title thereon in any manner whatever; or in case of any suit or proceeding at law or in equity wherein said party of the second part or his successors in trust shall be made a party by reason of trusteeship under this deed they shall be allowed and paid by said party of the first part all such advancements with twelve per cent interest thereon from the date of advancement and their reasonable costs charges attorneys and solicitors fees in such suit or proceeding; and until so paid such advancements costs charges and fees shall be at his upon said premises and to be paid out of the proceeds of the sale thereof and payment of the same may be enforced by foreclosure of this deed in the same manner as hereinbefore provided for advancement made by the party of the third part.

And the said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings on said premises in the sum of Fifteen Thousand Dollars in such companies as the said party of the second part or his successors in trust shall elect such policies of insurance to be made payable in case of loss to said party of the second part or to his successors in trust and held by them as collateral and additional security for the payment of any or all of the above mentioned sums.

And in case of the death absence inability or refusal to act of the said party of the second part or any of his successors in trust then and in that case any attorney of record residing within the State of Kansas whom the said party of the third part or the legal holder of said note may in writing appoint shall be and he is hereby made successor in trust to the trustees hereinbefore named with