

shall tend to diminish the value thereof or impair in any way the security intended to be effected by this instrument, and to keep the premises in good repair.

Fourth: That if the party of the first part shall fail to keep and perform any of the above covenants and agreements, then the said party of the second part or its successors in trust, or the party of the third part or the legal holder of said note, may do or perform the same, advancing money therefor, which advancements shall be secured hereby; and the said party of the first part agrees to immediately repay the same, with interest thereon at twelve per cent. per annum from the date of advancement until fully repaid.

Now if the said party of the first part shall pay or cause to be paid unto said party of the third part, or the legal holder of said note, the principal sum with the interest to accrue thereon, according to the tenor and effect of the said promissory note and the coupons thereunto attached, and shall fully comply with and perform all the covenants and agreements herein contained, then this deed shall be void, and the property herein conveyed shall be released by the party of the second part or its successors in trust, at the cost of the party of the first part or their legal representatives.

But if said party of the first part shall fail to pay any moneys as they become due and payable by the terms of said note and coupons, or as stipulated to be paid herein, or shall fail to keep and perform any of the covenants and agreements herein set forth, or in case any taxes or assessments shall be levied against the legal holder of said note or this trustee, or its successors in trust, under or by virtue of any law of the State of Kansas on account of this deed or the note secured hereby, then and in that case all moneys