

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 paid. 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 thereto 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 or account of this deed or the note secured hereby, then and in that case all moneys stipulated to be paid in said note and coupons thereto attached, and in the covenants or agreements herein shall become immediately due and payable, at the option of the party of the third part or the legal holder of said note, and said party of the second part shall, at the request of the legal holder of said note, proceed at once to foreclose this deed in its own name or otherwise, by suit in a court of competent jurisdiction, and to obtain a decree for the sale and conveyance of said premises, the emblements thereon and the fixtures thereto attached; and in case suit is brought hereon, the rate of interest stated in said principal note and coupons shall be waived, and said note shall bear interest at the rate of twelve per cent. per annum, computed annually, from the date thereof to