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 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 the time the money shall be actually paid But any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected, shall be, and shall not exceed, the lawful rate of twelve per cent; and this deed shall remain in full force. And said party of the second part, or its successors in trust, shall become and be at once entitled to the full possession of said premises, and all the emblements thereon, and fixtures thereto attached, and to receive all rents issues and profits thereof, and have full power to control the same, especially to prevent all waste of whatever nature, by any person whomsoever upon any part of said premises; 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 - Said premises shall be sold under said decree and out of the proceeds of said sale there shall be paid. First. The costs of said Sale. Second, All sums due said trustee, or its successors in trust or the legal holder of said note for moneys advanced under any of the provisions of this deed, with twelve per cent interest thereon. Third, Said indebtedness, with interest as provided in this instrument and costs - The remainder if any shall be paid said party of the first part, or their legal representatives. All appraisement and stay laws are hereby expressly waived.

And in case of the inability, or refusal of the said party of the second part, or its successors in trust to act, 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 Trustee hereinbefore named, with like powers and authority -

And the said party of the first part for themselves and their heirs executors and administrators, covenant to and with the said party of the second part and its successors in trust forever, and to and with any person or persons who may purchase said premises at any sale made under foreclosure of this trust deed, that the said party of the first part are lawfully seized in fee of the premises hereby conveyed and have good right to sell and convey the same as aforesaid; that the said premises are free and clear from all incumbrances. that they will and their heirs executors and administrators shall forever warrant and defend the title of the said