may deliver said policy to the said party of the first part and require the collection of the same and payment made of the proceeds as last above mentioned. And whereas said party of the first part hereby agree that in default of the payment of any sum hereby secured, when the same is due, or in default of the specific performance of any covenant herein contained said party of the third part, or the legal holder of said note shall be entitled to have and recover, of and from the makers of said note hereby secured interest at the rate of twelve per cent per annum, computed annually on said principal note from the date thereof to the time when the same shall be actually paid in full, first deducting from the amount of said interest such sums as may have been previously paid on account of interest, so that the total amount of interest from date of note to date of payment shall not be in excess of twelve per cent per annum. And Whereas said party of the first part hereby agree, that if the makers of said note shall fail to pay or cause to be paid any part of said money either principal or interest according to the tenor and effect of said note & coupons, when the same become due, or to conform to or comply with any of the foregoing conditions or agreements, or in case any taxes or assessments shall be levied against the legal holder of said note or this Trustee, or his 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, the whole sum of money hereby secured shall at the option of the said party of the third part or the legal holder of said note, become due and payable at once, without notice. And the said party of the second part or his successors in trust upon the application of the said party of the third part, or the legal holder of said promissory note, shall at once proceed to foreclose this deed in his own name or otherwise and shall sell said premises in the manner provided by law. Now if the said party of the first part shall well and truly pay or cause to be paid said promissory note with the interest thereon according to the tenor and effect thereof and shall repay to the said party of the second part or his successors in trust any sums of money paid by them for insurance or taxes on said premises or to protect their title thereto in any manner whatever, and shall also keep and perform all the foregoing conditions and agreements, then this deed shall be void, and the property herein conveyed shall be released by the said party of the second part, or his successors in trust at the proper cost ~~and~~ of the said party of the first part. All appraisement and stay laws are hereby expressly waived. And the said party of the first part for themselves and their heirs executors & administrators, covenant to and with the said party of the second part and his 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 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