

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 any of 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 premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said party of the first part have hereunto set their hands, and Seals