

shall be released by the party of the second part, or its successors in trust, jointly, with the party of the third part, or the legal holder of said note, at the cost of the party of the first part, or his 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 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 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 when 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