

tions thereof, I may proceed to sell the property hereinbefore described, and any and every part thereof, at public vendue, to the highest bidder, at the front door of the Douglas County Circuit Court house, in Lawrence for cash, first giving 30 days public notice of the time, terms and place of sale, by advertisement in some newspaper printed and published in Douglas County, and upon such sale execute and deliver a deed of conveyance of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed, in relation to the non-payment of the money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of the money, and the signing of any of the aforesaid events whereby the Sheriff may become necessary or as herein provided, shall be prima facie evidence of the truth of such statement or recital; and the said Trustee shall receive the proceeds of said sale, out of which he shall pay, first, the costs and expenses of executing this trust, including compensations to the Trustee for his services; and next, to said third party, or his endorsees or assignees, upon the usual vouchers therefor, all moneys paid for insurance and taxes ^{as} judgment upon statutory lien claims, and interest thereon at ten per cent. per annum as hereinbefore provided for; and next, the said Note then due and unpaid, ^{and} interest thereon at ten per cent. per annum from its date to the date of the payment by said Trustee, deducting, however, such amount of interest as may have been paid theretofore on said Note by the said party of the first part, and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said party of the first part or his legal representatives.

And the said party of the second part covenants faithfully to perform the trust herein created.

And the said party of the second part hereby lets said premises to the said party of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof, to-wit:

The said party of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under shall or will pay rent therefor during said term at the rate of one per cent. per month, payable monthly upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof,