

Third: To immediately pay all prior liens, incumbrances, claims or adverse titles upon or to said premises herein conveyed, if any shall appear, and not to do or permit to be done to, upon or about said premises, anything which shall tend to diminish the value thereof, or impair in any way the security intended to be effected by this instrument, and to keep the premises in good repair.

Fourth: That if the party of the first part shall fail to keep and perform any of the above covenants and agreements, then the said party of the second part, or its successors in trust, or the party of the third part or the legal holder of said note may do or perform the same, advancing money therefor, which advancements shall be secured hereby, and the said party of the first part agrees to immediately repay the same, with interest thereon at ten per cent per annum from the date of advancement until fully repaid.

Now if the said party of the first part shall pay or cause to be paid unto said party of the third part, or the legal holder of said note the principal sum with the interest to accrue thereon, according to the tenor and effect of the said promissory note and the coupons thereunto attached, and shall fully comply with and perform all the covenants and agreements herein contained, then this deed shall be void, and the property herein conveyed shall be released by the party of the second part, or its successors in trust, jointly, with the legal holder of said note, at the cost of the party of the first part or their legal representatives.

But if said party of the first part shall fail to pay any money so 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 Justice 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 money stipulated to be paid in said note and coupons thereto attached, and in the covenants or agreements therein, 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 ten 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 ten 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 improvements 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