

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 successor in trust, or the legal holder of said note, for money advanced under any of the provisions of this deed, with ten 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 legal holder of said note, may in writing appoint, shall be, and he is hereby made successor in trust to the Trustees herein before 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 Testimony Whereof The said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed and sealed in presence of
Anna E. Williams

Levi Williams (Real)

Isabella J. Williams (Real)

State of Colorado, El Paso County, ss.

Be it Remembered, That on this 22nd day of July, in the year of our Lord One Thousand Eight hundred and Eighty Nine Levi Williams and Isabella J. Williams his wife who are personally known to the undersigned, a Notary Public in and for the County and State of aforesaid, to be the identical persons who executed and whose names are subscribed to, the foregoing deed, as having executed the same, came before me and acknowledged the same to be their voluntary act and deed, for the purposes therein expressed.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, at my office in said County and State the day and year first above written.

Notary Commission Expires March 6, 1892

J. W. McDaniel Notary Public

James Brooks

Recorded July 25, 1889 at 9th o'clock A.M.

Register of Deeds.

The following is sworn on original instrument
Topeka, Kan 7/27/1894
The condition of within Mortgage having been fully satisfied the same