

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 percent 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 percent; 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 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 moneys 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 ten percent 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 his 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 hereinbefore named, with like powers and authority.

And the said party of the first part, for himself and his 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 is lawfully seized in fee of the premises hereby conveyed, and has good right to sell and convey the same as aforesaid; that the said premises are free and clear from all incumbrances; that he will, and his heirs, executors and administrators shall, forever warrant and defend the title of the said premises against