

to control said premises and prevent any waste thereon, and shall at the request of the legal holder of said notes proceed at once to foreclose this deed in his own name, or otherwise, in any court having jurisdiction, and to obtain a decree for the sale of said premises and all emblements thereon, by himself or his successors, or by a sheriff, Special Commissioner or Master in Chancery, under order of the court, and out of the proceeds of sale and of the rents, issues and profits of said premises, if any, received by him, shall be paid all costs of said suit, including commissions at the rate allowed by law to sheriffs for making such sales, next, all costs and expenses of executing this trust, including a sum equal to ten per cent. of the amount of such indebtedness, as a further compensation to the trustee for his services, next, all sums due said second party or his successors, or the legal holder of said notes for money advanced for taxes, insurance, payment of adverse titles, liens, claims or incumbrances, with ten per cent interest from date of advancement until repaid; next, said indebtedness with interest and costs, and the remainder to the said first party or their legal representatives.

Said first parties agree to keep the building, erected or to be erected on said land, insured to the amount of four hundred dollars, to the satisfaction of and for the benefit of legal holder of said notes from this time until said notes and all liens by virtue hereof are fully paid, and in default thereof said second party or the legal holder of said notes may effect such insurance.

It is further agreed that, should said second party or his successors, or the legal holder of said notes at any time advance money to pay insurance on said premises, or taxes thereon, or to redeem the same from tax sale or otherwise protect the title thereto, or if they, or either of them, shall be made party to any suit respecting the same, they shall be allowed their reasonable costs, charges and attorneys or solicitors fee, paid by them in such action and all such advancements and payments shall be repaid by said first party, with interest at ten per cent from date of advancement until repaid, and shall be a lien on said premises, and secured by this deed. Appraisement waived.

In case of death, absence, inability, or refusal to act of said second party, any attorney at law authorized to practice in any State Court, or United States Court in Kansas, whom the legal holder of said notes may in writing appoint, shall be, and is hereby made a successor in trust to the party herein named, with like power and authority.

In Witness Whereof we have hereunto set our hands and seal, the day and year above written.

Elmer E. Harrison

(Seal)

Abbie Harrison

(Seal)

State of Kansas
County of Douglas } ss.

On this 7th day of July 1892 before me, a Notary Public, within and for said County