agreements herein contained; or in case any taxes or assessments shall be levied against the legal holder of said note or this Trustee or his 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 such case this deed shall remain in full force and virtue and the said promissory note and all the interest notes with interest accrued thereon and the costs of protest together with all moneys advanced or paid by the said party of the third part or the legal holder of said note for any of the purposes above mentioned with interest thereon at twelve per cent per annum from date of advancement shall each and every one of them become and be at once due and payable at the option of said party of the third part or the legal holder of said note. And in case the party of the third part shall elect to foreclose this deed said party of the first part agrees to pay the party of the third part or the legal holder of said promissory note interest at the rate of twelve per cent per annum computed semi-annually on said principal note 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 interest collected shall not exceed twelve per cent. And the said party of the second part or his successors in trust shall become and be at once entitled to the full possession of said premises and all the emblements thereon and to have and receive all the rents issues and profits thereof and have full power to control the same and especially to prevent all waste of whatever nature by any person whomsoever upon all or any part of said premises and upon application of the said party of the third part or the legal holder of said promissory note shall proceed at once to foreclose this deed in his own name or otherwise by suit in any court of competent jurisdiction and to obtain a decree for the sale and conveyance of said premises and the emblements thereon by said party of the second part or his successors in trust as such trustee or as special commissioner under any order of the Court and out of the proceeds of said sale to pay first all costs of said suit including such commission on said sale as are allowed sheriffs by law: second all costs expenses and charges of executing this trust and a sum equal to ten per cent of the amount due on said indebtedness at the date of decree as attorneys fees for foreclosing this deed and all sums due said party of the second part or his successors in trust and the said party of the third part or the legal holder of said note for moneys advanced for payment of taxes insurance and other purposes concerning said premises under any of the provisions of this deed with twelve per cent interest thereon as herein provided: and third said indebtedness with interest and