

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 commissions 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 costs. The remainder if any, to be paid over to said party of the first part or their legal representatives.

It is thereby agreed that if the said party of the second part or his successors in trust shall at any time advance money for insurance on said premises or to pay taxes levied thereon or to redeem the same from any sale for taxes or to protect their title thereto in any manner whatever; or in case of any suit or proceeding at law or in equity wherein said party of the second part or his successors in trust shall be made a party by reason of trusteeship under this deed they shall be allowed and paid by said party of the first part all such advancements with twelve per cent. interest thereon from the date of advancement, and their reasonable costs, charges, attorneys and solicitors fees in such suit or proceeding; and, until so paid, such advancements, costs, charges, and fees shall be a lien upon said premises and be paid out of the proceeds of the sale thereof, and payment of the same may be enforced by foreclosure of this deed in the same manner as heretofore provided for advancements made by the party of the third part.

And the said party of the first part hereby agree to immediately procure and to maintain without lapse policies of insurance on the buildings on said premises in the sum of One Thousand Dollars in such companies as the said party of the second part or his successors in trust shall elect such policies to be made payable in case of loss to said party of the second part or his successors in trust, and to be delivered to and held by them as collateral and additional security for the payment of any or all of the above mentioned sums. Should said party of the