

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 attorney's fee 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 his legal representatives.

It is hereby 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 hereto 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, attorney's and solicitor's 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 Seven Hundred 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 maintained in their hands, without lapse, and held by them as collateral and additional security for the payment of any or all of the