

their hands, without lapse, 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 first part fail to so procure and maintain in their hands, without lapse, such policies as above agreed then said party of the second part, or his successors in trust, or the legal owner of the note secured hereby may procure and maintain the same, and all charges therefor and costs thereof shall be a lien upon said premises and collected as above provided.

And in case of the death, absence inability or refusal to act of the said party of the second part, or any of his successors in trust, then, and <sup>that</sup> in case, any attorney of record residing within the State of Kansas whom the said party of the third part, or the legal holder of said note may in writing, appoint, shall be and he is hereby made successors in trust to the trustees hereinbefore named with like powers and authority. All appraisement and stay laws are hereby expressly waived.

And the said party of the first part, for themselves and their heirs, executors, and administrators, covenant to, and with the said party of the second part and his 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 are lawfully seized in fee of the premises hereby conveyed, and have good right to sell and convey the same as aforesaid, that the said premises are free and clear from all incumbrances: that they will, and their heirs, executors, and administrators shall forever Warrant and Defend the title of said premises against the lawful claims and demands of all persons whomsoever.

In Testimony Whereof, The said party of the first part have hereunto set their hands and seals the day and year first above written.

Attest

L. T. Broun

Ezekiel S. Clark

Seal

Marovia M. Clark

Seal