

insurance for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien, including all costs; and for repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of 8 per cent per annum, these presents shall be security in like manner and with like effect as as for the payment of said Note. Now, If the said Note and the interest thereon be paid when due, and said agreement be faithfully performed as aforesaid, then these presents including the lease hereinafter set forth, shall be void; and the property hereinbefore conveyed shall be released at the cost of said parties of the first part; but if default be made in the payment of said note, or any part thereof or any of the interest thereon when due, or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said note shall become due and be paid as hereinafter provided and this deed shall remain in force, and the said party of the second part, or in case of his death, inability, refusal to act or absence from Douglas County, Kansas, when any advertisement and sale are to be made hereunder, then, whoever shall be sheriff of Douglas County, Kansas, at the time when any such advertisement and sale are to be made (who shall thereupon for the purpose of that advertisement and sale succeed to the second party's title to said real estate and the trust herein created respecting the same) may proceed to sell the property hereinbefore described, and any and every part thereof, at public vendue, to the highest bidder, at the West front door of the Douglas County Circuit Court House in Lawrence, in the County of Douglas aforesaid, for cash, first giving twenty days' public notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper printed and published in Lawrence, Kansas; and upon such sale shall execute and deliver a deed of conveyance to the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non-payment of money hereby secured to be paid, existence of the indebtedness so secured, notice by advertisement, sale, receipt of money, and the happening of any of the aforesaid events whereby the sheriff may become successor as herein provided, shall be prima facie evidence of the truth of such statement or recital; and said Trustee shall receive the proceeds of said sale out of which he shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee for his service, and next to said third party or his endorsees or assignees, upon the usual vouchers therefor, all moneys paid for insurance or taxes and judgments upon statutory lien claims and interest thereon as hereinbefore provided for; and next all said note then due and unpaid; and next the principal of such notes as are not then due when payment thereon shall be demanded, with interest upto the time of such payment, and if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives. And the said party of the second part covenants faithfully to perform the trust herein created. And the said party of the second part hereby lets said premises to said parties of the first part until a sale be had under the foreclosure provisions therefor, upon the following terms and conditions thereof, to-wit: The said parties of the first part, and every and all per-

(See Release, Part 54, Page 90)
 (See Release, Part 54, Page 130)