

of the said grantors so to pay said assessments and taxes, or to keep said buildings insured as aforesaid, or to pay any such liens of mechanics or material men, the holder or holders of said note, or the Trustee, may pay such taxes or assessments or discharge or purchase any tax lien or title affecting said premises, or may procure such insurance, or settle any liens of any mechanics or material men or other claims attached to said property, and all moneys so paid and any other moneys paid by either the legal holder or holders of said note and -- or the Trustee to protect the lien thereof with interest at the rate of ten per centum per annum from the date of payment, shall be so much additional indebtedness secured hereby and payable on demand, and it shall not be obligatory upon the holder or holders of said note and / or the Trustee to inquire into the validity of any such tax liens or titles, taxes or special assessments or sales therefor, or into the validity of any liens of mechanics or material men, or any other claims attaching to said property in advancing money in that behalf as above authorized.

In the Event of a Breach of any one of the aforesaid covenants and agreements, or failure to erect dwelling and completely finish same in a good workmanlike manner and thereafter keep it tenable and in good repair, or in case of default in the payment of any note secured hereby or any installment of principal or / and interest thereon according to the terms thereof, or upon the passage of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the legal holder or holders of said indebtedness, or upon the rendering of any court of last resort of a decision that the undertaking by the parties of the first part, as herein provided, to pay any tax or assessment is legally inoperative, the whole of said indebtedness shall, at the option of the legal holder or holders hereof, without notice become immediately due and payable, although the time expressed in said note for the payment thereof shall not have arrived, and said holder or holders may forthwith enter into and upon the above described premises and sell and dispose of the same and all benefit and equity of redemption of the said parties of the first part, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said note, and the sum of such other debts that may be due against said premises, together with the costs and charges of foreclosure, or may sell said premises at public auction after complying with the statutes of the State of Kansas in reference to foreclosure and sale of real property, and the purchaser thereof shall not be required to see to the application of the purchase money and of the proceeds of said sale; or a writ of Scire Facias may forthwith be issued hereon and prosecuted to judgment, execution and sale by aforesaid Trustee and all stay of and / or exemption from execution or extension of time of payment which is or shall be given by law is hereby forever waived and released.

It is Further Covenanted and Agreed that, in case of foreclosure, the court in which said bill is filed may at once and without notice to the said parties of the first part or any party or parties claiming under said parties, appoint a receiver for the benefit of the legal holder of holders of the indebtedness secured hereby, with power to collect the rents, issues and profits of the said premises during the pendency of such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree foreclosing this Trust Deed shall have expired, and such rents, issues and profits are hereby assigned to the legal holder or holders of the indebtedness as further security for payment of same.

And in Case of Foreclosure of this Trust Deed in any court of law or equity, a reasonable sum shall be allowed for the attorney's fees of the complainant in such proceeding, and also outlays for documentary evidence and the cost of a complete Abstract of Title to said premises, and for an examination of title for the purpose of such foreclosure; and in case of any other suit or legal proceeding wherein the said party or parties of the second part, or the holder or holders of said note shall be made a party or parties thereto by reason of this deed, the reasonable fees and charges of the attorneys of the party or parties of the second part and of the holder or holders of said note so made parties for services in such suit or proceeding shall be a further lien and charge upon the premises under this deed; and all such attorneys' fees and other charges with interest at the rate of ten per centum per annum from date paid shall become so much additional indebtedness secured by this Trust Deed to be paid out of the proceeds of the sale of said premises or from rents, as other costs, if not paid by party or parties of the first part. In any action or proceeding to foreclose this Trust Deed or to recover or collect the debt secured hereby, the provisions of law respecting such action or proceeding and the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

It is expressly agreed and understood that no transfer or conveyance of the premises herein described shall be valid or effective during the continuance and existence of this trust unless all the covenants heretofore mentioned have been fully complied with by the parties of the first part and all accrued interest and principal up to date of such transfer have been duly paid or caused to be paid.

It is Further Expressly agreed and understood that the entire amount of the consideration heretofore expressed, which this Trust Deed is hereby securing, is to be used and applied solely for the erection and construction of said dwelling on the premises as heretofore mentioned and is not to be used or applied for any other purpose whatsoever.

And for the Consideration Aforesaid, the said parties of the first part do hereby release, relinquish and waive all rights and benefits of homestead, if any, under and by virtue of the laws of the State of Kansas, and do hereby further expressly waive all laws, if any, pertaining to valuation and appraisement, or any other law that is now or may hereafter be in force affecting the premises above described; and -- Evelyn M. Zinn, wife of the said -- M. E. Zinn does hereby also release all rights of dower or interest, if any, in said property.

It is further agreed by and between the parties hereto that the parties of the first part shall have the privilege to pay additional payments of not less than One Hundred (\$100.00) Dollars of the indebtedness secured by this Trust Deed, together with accrued interest thereon, on any interest payment day.

When all the aforesaid covenants and agreements will have been fully performed, the said Trustee shall re-convey the said premises to the party entitled to receive the same, or otherwise satisfy, discharge or release in the manner prescribed by law the lien of indebtedness created by this Trust Deed, or Mortgage.

In case of the resignation, death, inability, removal or absence from said County or the failure or refusal to act of the said party of the second part at any time when his action may be required by any person legally entitled thereto, then Nicholas A. Weiland -- of Chicago, Cook, County, Illinois, is hereby appointed and made successor in trust to the party of the second part under this Trust Deed, and in case of his inability or refusal to act as aforesaid, then The Acting Recorder of Douglas County, Kansas, is hereby appointed and made second successor in trust to the said party of the second part under this Trust Deed with identical powers and authority, and the Title to said premises shall thereupon become vested in such successor in trust for the uses and purposes herein set forth.

Witness the hands and seals of the said parties of the first part the day and year first above written.

In the Presence of  
J. A. Hamlin  
Witness  
C. W. Straffen  
Witness

M. E. Zinn "Seal"  
Evelyn M. Zinn "Seal"