

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 hereinbefore 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 Fifteen 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 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 in that 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 successor 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