

twelve per cent. per annum from date of advancement shall each and every one of them become and be at once due and payable at the option of said party of the third part or the legal holder of said note. In case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due or in default of performance of any covenant herein contained the said parties of the first part agree to pay to the said party of the third part or legal holder of said note interest at the rate of twelve per cent. per annum computed annually on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be and not exceed the legal rate of twelve per cent. And the said party of the second part or his successors in trust shall become and be at once entitled to the full possession of said premises and all the emblements thereon and to have and to receive all the rents issues and profits thereof and have full power to control the same and especially to prevent all waste of whatever nature by any person whomsoever upon all or any part of said premises and upon application of the said party of the third part or the legal holder of said promissory note shall proceed at once to foreclose this deed in his own name or otherwise by suit in any court of competent jurisdiction and to obtain a decree for the sale and conveyance of said premises 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 attorneys fees 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 their legal representatives. It is hereby agreed That if the said party of the