

and agreements herein contained: or in case any taxes or assessments shall be levied against the legal holder of said note or this Trustee or his successors in trust under or by virtue of any law of the State of Kansas on account of this deed or the note secured thereby; then and in such case this deed shall remain in full force and virtue and the said promissory note and all the interest notes with interest accrued thereon and the costs of protest together with all moneys advanced or paid by the said party of the third part or the legal holder of said note for any of the purposes above mentioned with interest thereon at 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 parties 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 whatsoever 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 parties or as special commissioner under any order of the court.