

to pay, or cause to be paid, punctually, as and when the same become due and payable, all taxes, levies or assessments imposed or assessed, or which may hereafter be imposed or assessed, upon the property hereby conveyed, or intended to be conveyed; also all other taxes, liens, encumbrances and other charges which may lawfully be imposed on said premises or property, or any part thereof, the lien whereof might or could be prior to the rights granted by these presents. And, in order to anticipate the fixed annual charges, and commencing with the date of this Mortgage Deed of Trust, and continuing throughout the period during which any of said debt remains unpaid, the first party shall pay each month to the trustee an amount equal to one-twelfth (1/12) of the total amount necessary to pay the amounts of interest upon and principal of said loan, and the taxes and insurance on said property falling due during the current year in order that as such items become due, the Trustee will have on hand funds with which to pay the same. The Trustee shall not be chargeable with interest upon moneys so deposited; and the Trustee shall be entitled to a fee of five per cent (5%) upon all moneys which are paid to or collected by the Trustee after the same shall have become due and payable by the terms of this item Fifth.

As interest coupons and bonds are paid upon the maturity thereof, they shall be cancelled and returned by the Trustee to the party of the first part.

SIXTH

Said party of the first part further agrees that during all the time aforesaid he will comply with all laws, rules, and regulations of all legally constituted authorities with regard to the construction, operation and maintenance of the buildings hereby conveyed, and in respect to the use and occupancy of said premises; and that he will, at his own cost and expense, do or cause to be done all things necessary to keep valid and intact the rights and lien of the grantee hereunder.

SEVENTH

Said party of the first part further agrees that if any taxes, assessments, or other charges on said premises, or any installments of interest upon or principal of said bonds, or premium on insurance, as above provided, be not paid when due, or if default be made by the party of the first part in the performance of any of the conditions and stipulations of the Deed of Trust, or if any acts be done by him, or default committed, which would impair the grantee's rights or lien hereunder, then the entire principal of said bonds shall at once become due and payable at the option of the Trustee and of its successor in trust, and shall, after such default, bear interest at the rate of ten per cent (10%) per annum; and further, that in such event the Trustee may, and is hereby authorized to, procure such insurance, pay such taxes, assessments, liens, rents or other charges, and otherwise cure such defaults, but it shall not be obligated so to do; and the amount or amounts so expended by the Trustee shall immediately be repaid to it by the said grantor, and, unless so paid, shall be added to and deemed a part and parcel of the money secured hereby, and a lien upon the property hereby conveyed, and shall draw interest at the rate of ten per cent (10%) per annum until paid, provided, however, that such default of impairment of right shall not subject the first party to foreclosure action unless such condition continues for a period of sixty (60) days, and provided further that the default in the payment of any bond or interest coupon at maturity shall not of itself make due and payable those bonds which have not otherwise matured, unless and until such default shall continue for a period of sixty (60) days.

EIGHTH

Party of the first part shall have the right to call any of said bonds at any interest payment date provided he file with the Trustee a written notice of his intention to do so at least thirty (30) days prior to the date on which the bonds are to be called, and provided, further, that the holders of all bonds so called before maturity shall receive therefor the face amount of said bonds, plus accrued interest to date, and a premium of two per cent (2%) of the face amount of said bonds, and the party of the first part shall deposit said sums with the Trustee at the time of filing said notice, and interest upon bonds called for redemption shall be paid only to the date of such redemption.

NINTH

The party of the first part covenants that he is well and truly seized of all real property above described, or mentioned, and has full power to convey the same as hereby conveyed; that said property is free from all former grants or encumbrances; and that said party of the first part will forever warrant and defend said Trustee in the peaceable and quiet possession of said property against each and every person or persons lawfully claiming, or attempting to claim the whole or any part thereof; and that the said party of the first part will not commit or permit any waste of any property hereby conveyed.

TENTH

If any default be made by the party of the first part in the fulfillment of any of the terms, conditions, requirements or obligations of this indenture, and said default continue for a period of sixty (60) days, the Trustee may proceed against said party of the first part in any court having jurisdiction, to obtain a decree for the foreclosure, sale, and conveyance of the real property hereby mortgaged, or any part thereof, and out of the proceeds of such foreclosure sale the Trustee may pay the costs of such suit, and all other expenses and charges of this Trustee, including a reasonable compensation to the said Trustee, and all money herein advanced, as herein authorized, with interest, and then pay the principal of any bonds then outstanding, whether due and payable by the terms thereof, or any provision hereof, with interest to the time of such sale, said bonds and interest to be paid in full if said purchase money be sufficient and, if insufficient, then to be paid pro rata, paying the overplus, if any, unto said party of the first part upon a reasonable request. It shall not be obligatory upon the purchaser, or purchasers, at any such foreclosure sale to see to the application of the purchase money. Upon any such foreclosure sale of the mortgaged premises, the principal of all bonds hereby secured, and then outstanding, shall at once become due and payable, anything in said bonds, or herein contained, to the contrary notwithstanding. The Trustee is hereby appointed the true and lawful attorney-in-fact of said party of the first part, to make, in the name of said party of the first part, all and necessary conveyance, or assignments of property sold under and by virtue of said foreclosure, or other proceedings, and the said party of the first part does hereby ratify and confirm all that his said attorney-in-fact may lawfully do by virtue thereof.

ELEVENTH

In all cases herein provided for, where the Trustee is given the option to declare on any default, or exercise any rights hereunder, said Trustee shall so declare or exercise such rights