and that any release or satisfaction made or executed otherwise than as above provided shall be null and void. It is further agreed that it shall not be necessary to record an assignment of this instrument but this stipulation shall stand in lieu and as of in place of such recording. It is further agreed that the Recorder of Deeds shall certify of record to the production of the note or notes secured hereby by the person entering satisfaction of the same.

And further, that in case of the death absence from the Territory in which the said land is situated, resignation, or other inability or refusal to act of the said second party then it shall be competent for the said second party or his successors in trust, or the holder of said indebtedness, or any part thereof at his or their option to appoint and substitute any other person as Trustee to act instead of the party of the second part, who shall upon such appointment succeed to and be vested with all the rights power and authority conferred upon upon the second party by these presents and shall be the successor in trust of the party of the second part in all respects and full power and authority to make such appointment is hereby given as aforesaid.

And if by reason of delay of any sort the first interest note shall on its face amount to more than eight per cent interest per annum on the principal sum from date of acceptance of this Deed of Trust by said Trustee or beneficiary to date of maturity of said interest note or notes, then it is agreed between the parties, that at the time of such acceptance said interest note or notes shall be credited with or entitled to the credit of a sufficient sum to make it represent only eight per