

the absence, death, inability, refusal or failure of the trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said trustee named, and the conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute cannot or will not act. The party of the third part, or other holder under them, shall have equal rights to become the purchasers at such sale, being the highest bidder.

It is agreed and stipulated parties of the first part herein shall and will, at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and pay the discharge, as they are or may become payable, all and every the taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or municipal authority, and shall keep said property fully insured in some company or companies approved by the party of the third part, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the party of the first part in performance of any of the foregoing stipulations, the same may be performed by the party of the third part herein, for account and at the expense of the party of the first part, and any and all expenses incurred and paid in so doing shall be payable by the party of the first part to the party of the third part, with interest at the rate of ten per cent. per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established by the affidavit of the party