

the same rights and powers hereby vested in said Harry du Japt, and his act as such successor shall be sufficient evidence of his right and duty to act as such successor, and the said Harry du Japt and Harry P. Pearson shall each have and are hereby given the power to delegate his authority to act as such trustee to the other, by power of attorney duly executed, acknowledged and recorded; and in case of foreclosure by advertisement the acting trustee need not be present at the place of sale and is hereby given full authority to appoint an agent or attorney, who in the name and place of such trustee may make, attend or supervise the sale of said premises, receive bids, make contract with the purchaser or postpone the sale if he see fit, and the acting trustee's deed in fulfillment of such sale as aforesaid shall be conclusive evidence of the regularity of the appointment and acts as such agent or attorney; and if at any time the said trustee and successor in trust, to whom this conveyance is made, shall refuse, or be incapacitated through any cause, from carrying out the object of this trust, then the legal holder or holders of the principal note secured hereby shall have the right to appoint a trustee in his place by endorsement of such appointment on this deed, which substituted trustee shall have the same powers in every respect as are conferred upon the trustee of this deed, and the endorsement aforesaid shall be prima facie evidence that a necessity has arisen for the appointment of such substituted trustee under the provisions of this deed.

It is expressly understood and agreed between the parties hereto, that in case of sale hereunder, either under the power here given or through proceedings in chancery, the relation of landlord and tenant shall thereafter exist between the grantors herein or those claiming under them, and the purchaser or purchasers at such sale, and the tenancy shall be one of, from month to month, at a rental value of \$46.00 per month, payable monthly in advance to the purchaser or purchasers, the first month's rent to be due the day following the day of sale.

The sale consideration for this deed of trust being money loaned to grantors as aforesaid, they hereby, under the act of March 17th, 1879, as amended by act of March 17th, 1882, as adopted by the United States Government from the laws of