

upon the grantee or his successor or the holder of the notes hereby secured, and on such payment to submit to the grantee or his successor receipts therefor.

THIRD : To commit or permit no waste upon said premises.

FOURTH: To allow all buildings at any time on said premises to be insured by the grantee or his successor for at least the amount of their fair value against loss by fire, lightning and tornado, in companies to be approved by the grantee or his successor, such insurance policies to be so written as to require all loss to be applied in the reduction of said indebtedness at the option of the holder hereof.

In the event of the failure to pay taxes or assessments the grantee or his successor or the holder of said indebtedness may pay such taxes or assessments, or discharge or purchase any tax lien or title effecting said premises; and all money so paid and the cost of any insurance so procured, grantors agree to repay immediately without demand; and the same and any other moneys disbursed by the holder of said indebtedness to protect the lien hereof with interest from the date of payment at the rate of 10 % per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements or of the passage by the State of a law imposing payment of the whole or any portion of any taxes or assessments aforesaid upon the grantee or his successor or the holder of said indebtedness, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the grantors as herein provided, to pay such taxes or assessments is legally inoperative, the whole of the indebtedness secured hereby, including principal and all accrued interest, without deduction, shall at the option of the legal holder of the said indebtedness without notice become immediately due and collectable, notwithstanding anything contained in this Trust Deed or any law hereafter enacted and with interest thereon from the date of such maturity at the rate of 10% per annum, shall be recoverable by foreclosure hereof in manner as if all of said indebtedness had then matured by express terms. It is agreed by the grantors that in case the right of foreclosure so arises hereunder, either upon maturity of said principal note or by breach of any of the covenants or the happening of any of the contingencies aforesaid, the grantee, or his successor, may, upon request of the legal holder of said principal note, bring such legal proceedings for the collection of the moneys hereby secured as may be necessary; that all expenses and disbursements paid or incurred in that behalf in connection with such legal proceedings, including a reasonable attorney's fee outlays for documentary evidence, stenographer's charges, costs of procuring or completing an abstract showing the whole title to said premises and embracing the judgment ordering sale thereof, shall be paid by the grantors and the like expenses and disbursements occasioned by any suit or proceeding wherein grantee or his successor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantors. All such expenses and disbursements shall be an additional lien upon said premises and shall be taxed as costs and included in any judgment that may be rendered in such proceedings; which proceedings shall not be dismissed nor release hereof given until all such expenses and disbursements and the costs of suit have been paid. The grantors waive all right to the possession of and income from said premises pending such foreclosure and proceedings and agree that a Receiver shall be appointed to take possession or charge of said premises and collect such income and the same,