

shall be taxed as costs.

2. It is further covenanted and agreed that upon failure of the mortgagor to do anything herein covenanted, promised or agreed, including the payment of taxes or assessments before delinquent, keeping premises in repair, payment of claims that might become liens, procuring or keeping in force insurance or delivering policies of insurance, all at the time and in the manner herein provided, the trustee may at his option, but with no obligation upon him so to do, perform any such promises, covenant or condition, and mortgagor agrees to immediately repay any sums expended in so doing and such sum shall be a lien on the said property and be secured hereby and bear interest at the rate of 10% per annum, and on foreclosure shall be taxed and paid as costs; and that upon the failure of the mortgagor to do any of the things herein covenanted, promised and agreed at the times and in the manner herein provided, including the payment of any installment of principal or interest or taxes or assessments before delinquent, or keeping premises in repair, or payment of claims that might become liens or procuring or keeping in force of insurance or delivery of insurance policies, or the delivery of additional or substitute papers, all as herein provided, the trustee may at his option, and must upon the demand of two holders of (or the one holder of all the ) outstanding bonds then secured hereby, whether the trustee has performed any such promise, covenant or condition as herein provided, declare all sums then secured hereby immediately due and payable and proceed to collect the same by foreclosure or otherwise, subject however, to the conditions and requirements of any Mortgage Guarantee Bond taken at any time in connection herewith, as to any matters, including assignment hereof to surety, acceleration of maturity, and foreclosure.

3. It is further covenanted, promised, agreed and stipulated that the trustee is authorized to foreclose this mortgage trust deed in his name as trustee without joining any holder of bonds as plaintiff or defendant, and that on any foreclosure hereunder, said premises shall be sold in one parcel and the proceeds of any such sale distributable to bonds and coupons then secured hereby shall be paid ratably on said bonds to the holders thereof, and the sheriff shall deliver to the clerk of the court ordering such distribution the portion distributable to any bond or coupon not presented, at the time of such distribution, the same to be paid to the holder of such coupon or bond upon presentation thereof, to such clerk, and any sum paid on any bond or coupon hereunder shall be credited thereon, and any sum distributable to any such bonds or coupons, the holder or holders of which purchase said property at any sale hereunder may be applied on the purchase price thereof.

4. As additional collateral to secure the payment of the indebtedness secured hereby, mortgagor hereby assigns to the said trustee all compensation or purchase money which may in any manner be receivable by mortgagor under agreements or by awards, under eminent domain law, or in taking said property for public use, and all profits, revenue, royalties, rents and benefits accruing to mortgagor, from said premises, in any manner, including under any and all oil, gas, mineral or other leases now or hereafter placed thereon; this assignment to terminate upon the release of this mortgage trust deed, and in the event of any default by the mortgagor under this trust deed, the trustee shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the mortgagor hereby waives.

5. It is further more covenanted, promised and agreed that if and as often as this trust deed or the bonds secured hereby are placed in the hands of an attorney for collection the mortgagor will pay 10% of the amount then secured hereby as a reasonable attorneys fee, and that the trustee may at any time incur any expenses he may think proper in the execution of this trust, including the procuring of an abstract or an extension thereof, and the said attorneys fee and the said expenditures by the trustee shall be a lien on the said