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of the accrued interest to date of sale as represented by the unpaid interest notes, to the holder of said indebtedness, and the remaining balance, if any, shall pay over to the grantors, their heirs and assigns.

In case of the inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, or by the holders of a majority in amount of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in the successor or substitute Trustee, all the title, powers and duties herein conferred on the Trustee named, and the conveyance of the successor or Substitute Trustee to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and when ever from any of said causes, the Trustee, original or substitute, can not or will not act. It is expressly provided that the recitals in the conveyance made to the purchaser, either by the Trustee or any Substitute Trustee, shall be full proof and evidence of the matters therein stated, and no other proof shall be requisite of the request by the holder of said indebtedness on the Trustee to enforce this trust, or of the advertisement or sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee or Substitute Trustee to act, or of the resignation of the Trustee, or the appointment of a Substitute Trustee as herein provided, either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee to act, and all prerequisites of said sale shall be presumed to have been performed; and the sale made under the powers herein granted shall be a perpetual bar against the grantors, their heirs, executors, administrators, successors and assigns. The legal holder of said indebtedness, or any part thereof, shall have the equal right to become the purchaser at such sale, being the highest bidder.

The grantors further agree to keep all taxes or other proper charges of every kind and character assessed against the property herein conveyed fully paid as and when the same shall become due, and in the event they fail so to do or suit is filed for the collection of the taxes or other charges, then the holder of said indebtedness shall have the option either to declare the indebtedness due and payable, and without demand upon, or notice to, the grantors to foreclose the lien of this Deed of Trust by Trustee's sale or otherwise, or to pay said taxes or other charges and costs, and add the amount thereof to the indebtedness, and the amount so added shall thereafter be as much a part of the indebtedness and be a fully secured by this Deed of Trust as if the indebtedness had been originally for the increased amount. The amount and nature of such taxes, other charges and costs, and the time when incurred shall be held to be fully established by the certificate of the Trustee acting hereunder.

The grantors further agree to keep and maintain the buildings and improvements now upon or hereafter placed on the property herein conveyed in a good state of repair and will not suffer or permit the same or any part thereof to be torn down or removed from said premises without the written consent of the Trustee first had and obtained, and if they fail so to do, or if it should be discovered, after the execution and delivery of this instrument, that there is a defect in the title of the grantors to the property herein conveyed, or that there is a lien of any nature whatsoever on the same or any part thereof, equal or superior in rank to the lien of this instrument, or if a homestead claim be set up to the same or any part thereof adverse to this trust and the grantors fail for fifteen days after demand by the holder of said indebtedness to correct the defect in such title, or perfect the same, or remove said lien, or homestead claim, or if