

468

COMPARED

TEN PER CENT
ATTORNEY'S
FEES.MONTHLY
DEPOSITS.

Deed and no other bonds shall be issued in lieu thereof.

No Bonds or coupons shall be kept alive after maturity by extension thereof or by purchase by or on behalf of the first parties or by loans made upon same at the request or for the benefit of said first parties or either of them; provided, However, that if said parties of the first part shall fail at any time to provide funds promptly with which to pay any bonds, interestcoupons, income taxes, collection fees, or other charges at the timeand place when and where they are payable, then said Trustee or said Bennett Mortgage Company, may, at their option, purchase the same on their own behalf but not on behalf of the first parties.

The first parties further agree that if upon any default under this Mortgage Deed of Trust any attorney shall be employed by the Trustee or by any holder of any bond hereby secured, for the purpose of enforcing the lien of this Mortgage Deed of Trust and/or the Bonds hereby secured then upon such employment of such attorney the first parties shall forth with become liable to pay, and do hereby obligate themselves to pay, to such Trustee or Bondholder, as Attorney's Fees, an additional sum equal to ten per cent (10%) of the whole amount then or thereafter due or payable on bonds hereby secured and then outstanding, and the payment of such additional sum shall be equally secured by the lien hereof and enforced in the same manner as the principal debt hereby secured.

(b) For the purpose of providing regularly for the prompt payment of said First parties' obligations under the terms of said bonds and this Mortgage Deed of Trust, said parties of the first part further covenant that beginning upon such date after the conclusion of the loan as the said Bennett Mortgage Company shall designate, and continuing thereafter during the entire life of the Bond issue hereby secured, said first parties will deposit with said Bennett Mortgage Company upon the first day of each month, in advance, an amount equal to one-twelfth (1/12) of all sums necessary during each succeeding twelve months' period to pay (1) the maturing semi annual interestcoupons on all outstanding bonds, and (2) the maturing principal bonds together with any collection fees or charges or income tax payments which may be proper or necessary for said Bennett Mortgage Company to collect. The money thus deposited with said Bennett Mortgage Company shall be applied by it to the payment of said maturing principal Bonds and interest coupons as they are presented for payment at the office of said Company, together with all collection fees and income tax payments.

It is agreed that at the time the Bennett Mortgage Company shall designate for the beginning of said monthly deposits as above contemplated, and periodically thereafter, the Bennett Mortgage Company shall cause a careful estimate to be made of the amounts that shall become necessary to pay the items above set forth during the succeeding twelve months' period or such less period as may be designated by the Bennett Mortgage Company, and the monthly deposits during said periods shall be based upon said estimated total amounts, provided that if at any time during said periods it develops that said monthly deposits shall not be sufficient to meet all obligations becoming payable during said periods, then