

all acts necessary or proper to keep valid the lien hereby created and intended to be created, and at any future time, and as often as may be necessary, to execute on demand of said Trustees, or their successors, all such other instruments of writing in due form and effect, as may be proper to the better carrying out of the true intent and meaning of these presents, and especially at their own cost to do all things that may be reasonably required by the said Trustees or their successors to keep valid the lien hereby intended to be created on thereafter acquired property. Said Trustees, or any of the holders of said bonds, in default of the Mortgagors so to do, shall have the option and privilege of keeping said improvements in good condition and repair, and paying for same, and paying such taxes and other legal charges, and all moneys, paid and expenses incurred by reason thereof, and all attorney's fees and costs paid in the event of any litigation in any manner concerning this trust, or concerning the indebtedness hereby secured, shall be immediately due and payable, and shall become a prior lien on the properties subject to the lien of this Indenture and it shall be first paid out of the proceeds of any of said properties, if not otherwise paid by Mortgagors; and the Trustees, or parties so paying same, shall be subrogated to all the equities of the person, firm or corporation to whom such money shall have been paid, and the said Trustees, or said bondholders, shall have the right to declare said indebtedness due. The amount, nature and necessity of such expenses and the time when paid shall be fully, finally and conclusively established by the affidavits of the then majority in amount of the holders of said bonds, their agent or attorney, or by the certificate of any trustee acting hereunder. The right to declare all bonds and coupons due and payable upon default, as herein provided, shall not put upon the Trustees the duty of so declaring, nor shall this option set in operation the Statute of Limitations as to the bonds not due under their terms or not declared due hereunder.

The Mortgagors further covenant that they will at all times keep and maintain their property in thorough repair, and condition, and that they will make all needed and proper repairs and replacements.

The Mortgagors further covenant that they will at all times maintain fire insurance in a sum not less than \$200,000.00 and tornado insurance in a sum not less than \$200,000.00 on the mortgaged properties or the maximum part thereof obtainable. Said insurance shall be placed with companies satisfactory to the said Trustees; said policies to be deposited with the Trustees, and the loss, if any, in said policies by a proper stipulation attached thereto, to be payable to the Mortgagors and Trustees as their interest may appear. In case of loss, the Trustees shall allow the insurance money received on any policy of insurance, to be applied by the Mortgagors toward the replacement, rebuilding or repair of the property destroyed or injured, if the Mortgagors shall, in writing, so request, and the Trustees shall, upon request, and from time to time as the work progresses, pay over to the Mortgagors for that purpose, on receipt of proper estimates of the owner or architect, of amount of material on the ground, work in place, or labor performed, or, at the option of said Mortgagors, pay over all said moneys when final estimate is furnished that said property has been replaced and repaired at a cost as great as the amount of money so paid over. Should the amount received from any insurance company, in settlement of any loss, exceed the amount of repairs or replacements necessary to be done to restore the property to its former condition, such balance remaining in the hands of the Trustees shall be paid over to Mortgagors upon final certificate of the architect or owner that said repairs or replacements have been in fact completed. If the Mortgagors shall not request to so apply the insurance proceeds, the same may be invested by the Trustees in such securities as the Mortgagors shall select and the Trustees may approve, and said money and such investments and all interest and accumulations therefrom shall thereupon become part of this security under this instrument to be held in like manner as the