

TOGETHER with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all awnings, door and window screens, mantels, cabinets, linoleum, stoves, shades, mechanical refrigerators, oil and fuel burning system and equipment, water heaters, radiators covers, and all plumbing, heating, lighting, cooking, ventilating, cooling and every of the interior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto are and shall be deemed to be fixtures and all shall be in the accession to the freehold and a part of the realty and the same are covered by this Deed of Trust and included in the terms "land" and "premises" wherever used herein.

TOGETHER with the possession and the right of possession of the foregoing:

TOGETHER with the rents, income, issues and profits accruing therefrom, provided that the Grantor shall be entitled to collect and receive the same while no default exists in the terms of the aforesaid notes or of this Deed of Trust;

TO HAVE AND TO HOLD the same with all the rights, privileges and appurtenances thereunto belonging, unto and to the use of the Trustee, and to its successors and assigns

IN TRUST, however, for the uses and purposes as herein expressed.

TO BETTER SECURE THE INDEBTEDNESS ABOVE REFERRED TO, THE GRANTOR HEREBY COVENANTS AND AGREES:

1. To keep the buildings and other improvements now or hereafter erected on the premises in good condition and repair to the satisfaction of the Beneficiary. Not to remove, demolish or remodel any building thereon. To restore promptly any building which may be damaged or destroyed. To comply with all laws requiring alterations or improvements to be made. Not to commit or suffer any waste or any use of the property contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit the Beneficiary to enter at all reasonable times for the purpose of inspection.
2. To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary. To procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the Beneficiary. All insurance policies shall be held by, be for the benefit of, and first and solely payable in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary. To deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy. At the option of the beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants and agreements of this Deed of Trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the Grantor. Any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine.
3. That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary. That, at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or to be used to discharge in whole or in part any one or more of the covenants and agreements of this Deed of Trust, or be released to the Grantor. Any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine.
4. To pay the aforesaid note or notes in accordance with its terms and to pay all taxes and special assessments of any kind that have been or may be levied or assessed against said premises or any part thereof, or upon the notes or debts secured hereby, or upon the interest of the Trustee or Beneficiary in said premises, or in said notes or said debts, and to procure and deliver to the Beneficiary ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments.
5. To keep the property free from any other liens and to pay and procure release of any liens. For so long as this Deed of Trust is effective, both as to principal and interest, and other required payments, the security included herein shall not be subjected to any other lien of any kind, voluntarily or involuntarily, and in the event any such lien shall thus be created, then and in that event at the option of the Beneficiary, the obligations secured hereby shall mature and become immediately due and payable.
6. To pay all costs, fees and expenses of this Trust. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary or Trustee. To pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or Trustee may appear and in any suit brought by or for the Beneficiary to foreclose this Deed or Trust.
7. Should the Grantor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon the Grantor and without releasing the Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as the Beneficiary may deem necessary to protect the security hereof, the Beneficiary or Trustee being authorized to enter upon said property for such purpose, appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of the Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of the Beneficiary appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
8. To repay immediately and without demand all sums so expended by the Beneficiary or Trustee with interest from date of expenditure at the rate of six per cent per annum.
9. That they are seized of the premises above described and have good and lawful right to convey the same; that they are free and clear from any and all encumbrances whatsoever, and that they do hereby forever warrant generally the land and premises hereby conveyed and will forever defend the title and possession thereof against the claims of any and all persons whomsoever, and will execute such further assurances as may be requisite or necessary.