AND UPON FURTHER TRUST upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby secured shall at once become due and payable without notice at the option of the holder of the note and the said assignee or the Trustee acting in the execution of this trust, shall have power and it shall be such Trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, the said property in such parcels at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission equal to the commission allowed Trustees on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; Third, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

That the indebtedness evidenced by the note secured hereby, all taxes and assessments, both general and special, now or hereafter assessed against said land and premises, ground rents and all premiums for insurance, or the renewal thereof, will be paid as the same becomes due; that upon demand he will forthwith pay any mechanic's lien or other lien having priority over this deed of trust, and any and all costs and expenses incurred with respect to this trust, either by the Trustees or the holder of said indebtedness, including reasonable counsel fees incurred or paid on account of any litigation at law or in equity, which may arise with respect to this trust or other indebtedness of the Grantor herein provided for, or with respect to the real property herein conveyed, and in addition will pay any reasonable counsel fees incurred by the Trustees or the holder of said indebtedness with respect to any dispute or controversy which may arise concerning this trust.

That in the event of his failure to perform or comply with any of the covenants and conditions contained herein, the Trustees or the holder of said indebtedness may do on his behalf everything so covenanted or that may be deemed necessary to protect the lien hereof; and any monies advanced in so doing, with interest thereon at the rate specified in the principal indebtedness from date of advance, shall forthwith attach as a lien hereunder in addition to the amount secured hereby, and shall be due and payable upon demand, which lien may be enforced by sale as herein provided.

That in the event the ownership of said property, or any part thereof, becomes vested in a person other than the Grantor, the holder of said indebtedness may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby, in the same manner as with the Grantor, and may extend time for payment of said indebtedness without disturbing or in any way affecting the liability of said Grantor hereunder, or under the indebtedness hereby secured; and for every such transfer of ownership so occurring a service charge of $15.00 may be made by the holder of said indebtedness to defray the expense incident to such transfer.

That during the continuance of this trust he will keep the land and premises herein described in good repair and fully protected from the elements to the satisfaction of the Trustees and the holder of said indebtedness, and will commit and permit no waste thereon and will not do or permit to be done any act or thing by which said property shall become less valuable; that he will not make or cause any changes or alterations to be made in the improvements on said property which will materially change their character or the use to which they are devoted, and will not raze or remove, or cause or allow any existing improvements on the said property to be razed or removed without the written consent of the holder of said indebtedness first had and obtained. If the property hereby conveyed is to be improved by the construction of a building or buildings, Grantor agrees to complete the same free and clear of all mechanics' liens within six months from date hereof in accordance with the approved plans and specifications filed with the holder of said indebtedness, and in the event of failure to so complete said construction free and clear of all mechanics' liens, or in the event that said construction shall cease for a period of two weeks, the indebtedness hereby secured shall immediately become due and payable at the option of the holder thereof.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition to the extent of the full amount then secured by this deed of trust, are hereby assigned by Grantor to the holder of said indebtedness and shall be paid forthwith and directly to the holder of said indebtedness to be applied on account of the full amount then secured hereby, after first deducting all attorney's fees paid or incurred by said holder in connection therewith.

That in the event of foreclosure sale as herein provided, possession of the land and premises sold shall be surrendered to the Trustees at the end of five (5) days' notice to the person in possession.

That in the event of any default in the payment of the herein described indebtedness, or in the performance of any of the terms, conditions, agreements and covenants herein contained, the Trustees, at the request of the holder of said indebtedness, shall have the right, in addition to other remedies provided for herein, to enter upon and take immediate actual or constructive possession of said land and premises, and so long as such default continues or until a sale is made hereunder, to manage, control and lease the same at such rental as may to them seem proper, and to collect all the rents, issues and profits therefrom; to make such expenditures for maintenance and repairs as they may deem advisable and, after deducting the cost thereof and a commission of 5% upon the gross amount of rents collected, to apply the residue to the fulfillment of the obligation of the Grantor hereunder. Upon the taking of possession by the Trustees of the said property in accordance with the foregoing, all leases affecting said property, written or verbal, shall, by virtue hereof, immediately be and become transferred and assigned to the said Trustees for the purpose above described, whether such leases shall be in the name of the Grantor or his agents.

That he is the owner and seized of said land and premises in fee simple; that he has the right to convey the same; that the same are free from any and all encumbrances whatsoever; that he will forever warrant and defend the title to the same from the claims of all persons whomsoever; and that he will execute such further deed or deeds as may be necessary or proper to carry out the true intent and purpose of this instrument.