

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed; and in the event Grantor fails to pay the same or fails to maintain insurance as hereinafter provided, the Beneficiary may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Fifth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Trustee or Beneficiary and the Trustee or Beneficiary shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Beneficiary;

Sixth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Beneficiary, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Beneficiary as its interests may appear. At the option of the Beneficiary sums so received by the Beneficiary may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Beneficiary, may be applied in payment of any indebtedness, matured or unmatured, secured by this deed of trust;

Seventh: That if at any time hereafter the said Beneficiary or Trustee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity hereof or of the loan hereby secured, it is hereby covenanted and agreed that said Beneficiary and Trustee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys reasonable fees for legal services rendered, and any sum so paid by the Beneficiary shall become a part of the debt hereby secured and shall be payable on demand with interest;

Eighth: Said Grantor hereby grants to the Beneficiary the right and power to appoint a substitute trustee, or trustees, for any cause, including declination to accept the trust, resignation, death, incapacity, disability, refusal to act, removal or absence from the state of the Trustee herein designated, or of any substituted trustee hereunder, and it is agreed that, upon the exercise of this power by the Beneficiary, the substituted trustee, or trustees, shall be vested with all the powers, rights, authorities, and duties vested in the Trustee herein designated and the Beneficiary shall designate and appoint the substitute trustee, or trustees, by an instrument duly executed and acknowledged and filed for recordation in the office of the clerk of the court wherein this deed of trust is recorded;

Ninth: That upon default in the payment of the indebtedness secured hereby or any part thereof as the same shall become due and payable or in the event of the breach of any of the terms, covenants and agreements of this deed of trust or of notes secured hereby or in the event the Grantor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire indebtedness secured hereby shall at the option of the Beneficiary become immediately due and payable and in addition to other remedies provided by law, the Trustee or Beneficiary shall have the right without notice to take possession of the property herein described and to operate, manage or lease the same and make any reasonable and needed expenditures for the operation, maintenance and management of the said property and expenditures thus made or expenses incurred shall become a part of the indebtedness hereby secured and shall be payable by the Grantor immediately with interest; and, further, in the event of default as aforesaid and in addition to remedies herein provided or otherwise provided by law, the Grantor hereby assents to the passage of a decree for the sale of the property herein described and it authorizes the said Trustee or successor to sell the same at public auction in the manner authorized and required by law or Rules of Court and hereby agrees that distribution of proceeds of such sale shall be made as follows: first, to the payment of all expenses incident to the said sale and all other expenses of the trust including a commission to the Trustee in the amount authorized by the Rules of Court plus a fee of \$50; second, to the payment of the Beneficiary of all indebtedness secured hereby with interest; and third, the surplus (if any) shall be distributed to the Grantor upon the surrender of possession of the said property to the purchaser at such sale.

Tenth: That in the event foreclosure proceedings are commenced as authorized in the next preceding paragraph the same may be withdrawn or discontinued only upon payment by the Grantor of all indebtedness secured hereby and interest, all advertising expenses and court costs, and all other expenses incident to a sale by a Trustee including a commission and fee to the Trustee as hereinabove provided.

WITNESS the hand and seal of the Grantor the day and year aforesaid.

WITNESS: To Both Signatures

Donald E. Rough
Donald E. Rough

William C. Bogley (SEAL)
William C. Bogley

Jenny L. Bogley (SEAL)
Jenny L. Bogley

[Signature] (SEAL)

(SEAL)

(SEAL)

(SEAL)