together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel 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 in fee simple, 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: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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 of one per centum (1%) on the amount of the said sale or sales; Secondly, 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; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.