And Upon This Further Trust, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, survivors of them, or the substituted trustee, 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 the application of the purchase money, and of the proceeds of said sale or sales Firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum 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 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 said parties of the first part, their heirs 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 said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies and through such agent as the said parties of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied, and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured pay said taxes and assesments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six percentum per annum from the time of such payment.

And the first parties hereto do hereby covenant and agree with the second parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid, and do further covenant to repay the debt hereby secured.

And it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

And it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

And the first parties do hereby agree with the second party that the said second party or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice

And the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of—
Attest:
Virginia F. Martin
Virginia F. Martin, Secretary

HEATHER DEVELOPMENT CORPORATION
By: Charles W. Martin (Seal)
Charles W. Martin, President

(Seal)

(Seal)

(Seal)