

the property damaged or destroyed, shall be used by the Trustees for the liquidation of the debt hereby secured, the same to be expended in the manner hereinabove directed (c) to keep the improvements constantly in good order and repair, and not to permit, suffer or commit any waste, impairment or deterioration of said property, or any part thereof, nor to cut, nor permit to be cut any standing timber, except for the reasonable requirements of the premises: (d) to execute and cause to be executed such further assurances of title to the said property, and to take and cause to be taken such steps, including legal proceedings, as may at any time appear to the Trustees to be desirable to perfect the title to the same in the said Trustees. And upon a failure or breach of performance of any of these covenants and agreements in any particular, the Trustees may, without notice to the first parties, pay such taxes, assessments, levies and charges, and take such steps as may be necessary to secure or redeem the said property from forfeiture or sale, and effect or renew such fire and tornado insurance and make such repairs as may be necessary to keep the improvements in good order and repair, and take or cause to be taken, such steps, including legal proceedings, as may be desirable to prevent the commission of waste, impairment or deterioration of said property, or any part thereof, or the cutting of timber, beyond the reasonable requirements of the premises or to perfect the title to the said property in the Trustees and all sums expended in the doing of, or on account of the same, shall be a part of the debt hereby secured, and shall be secured, as fully as the principal debt and interest coupon notes herein declared a first lien, are secured, and shall bear interest at the rate of six per cent (6%) per annum from the date of the expenditure thereof, and shall, together with the interest thereon, be repaid by the first parties before the expiration of a period of thirty (30) days thereafter. But there is no obligation upon the Trustees to make such payments, or take such steps, nor shall any act of the Trustees nor any failure to act under the powers hereby invested in them, nor any lapse of time, be construed as a waiver of any breach of the covenants and agreements contained herein.

2. That in the event of: (a) default in the payment in full at maturity of any interest coupon note or principal note, first or second parties, or (b) default in the performance of any of the covenants and agreements in this deed of trust to be performed by the first parties, then and thence forth it shall be optional with the
(Next Page)