

Trustors fail to do so promptly, and to receipt for any sums collected under said policies, which said sums, or any part thereof, at the option of the Beneficiary, may be applied as payment on the indebtedness hereby secured, or any part of same, or to the restoration or repair of the property so destroyed or damaged. Trustors promptly will give notice by mail to the Beneficiary for any loss or damage to the said property and will not adjust or settle such loss without the written consent of Beneficiary. In Event of foreclosure of this deed of trust, all right, title and interest of Trustors in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and Beneficiary is hereby appointed attorney in fact for the Trustors to assign and transfer said policies.

Trustors will maintain the said property free from waste or nuisance of any kind and in good condition, and made all repairs, replacements, improvements and additions which may be necessary to preserve and maintain in the said property and the value thereof; will comply with all laws, ordinances and regulations affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements or property covered by this deed of trust, or permit the same to be altered, destroyed or removed, or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Beneficiary; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to said property. The Trustors will permit Beneficiary, its agents or representatives, to inspect the said property at any time.

Trustors will repay to Beneficiary, immediately and without demand, all funds hereafter advanced by Beneficiary to Trustors or for the benefit or account of Trustors pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon from date of advance until repaid, at the rate of four and one-half (4½%) per centum per annum, and will pay promptly when due and payable all indebtedness evidenced by said note.

Trustors promptly will pay and settle or cause to be removed all claims against any of the said property which affect the rights of the Trustors, Trustee or Beneficiary hereunder or thereto and will appear in and defend any action or proceeding purporting to affect the lien of this deed of trust or the rights or powers of Trustee of Beneficiary hereunder, Trustors covenanting to assume and pay all expenses incident thereto.

All judgments decrees and awards for injury or damage to the said property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Beneficiary, who may apply the same to the indebtedness secured hereby in such manner as it may elect, and Beneficiary is hereby authorized in the name of Trustors to execute and deliver valid acquittances, for, and to appeal from any such awards, judgment or decree.

Beneficiary may at any time and without notice deal in any way with the obligation hereby secured or the makers or either of them or any other persons in any manner liable thereon, or grant to them or any of them any indulgence of forbearance or any extension of the time for the payment of any indebtedness secured hereby, or may release any part of the security held by it, without affecting the lien of this deed of trust for the full amount of the balance then owing on any of the indebtedness.

Every right or remedy provided in this deed of trust shall be cumulative of every ^{other} right or remedy of Beneficiary, whether herein or by law conferred, and may be enforced concurrently therewith; and no acceptance of the performance of any obligation as to which Trustors shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same or any other default then, therefore or thereafter existing.

Trustors shall hold and enjoy said property and the rents and emoluments therefrom until default in payment of all or any part of the indebtedness secured hereby or a breach of any covenant or agreement herein contained, or in the note hereby secured, shall be made, and in case of sale hereunder, by foreclosure or otherwise, Trustors, their tenants or the occupants of said property, shall become tenants at will of the purchaser.

Trustors hereby assign to Beneficiary any and all rents or emoluments from the said property, effective upon any default, and if at any time there is any default in the payment of the indebtedness hereby secured or in the performance of any of the covenants and agreements herein contained, or in the note hereby secured, then Trustors hereby authorize Beneficiary, by its agent, to enter upon and take possession of said property or any part thereof and to rent or lease the same for the amount of Trustors and to deduct from such rents or emoluments all reasonable costs and expenses of collection and administration and to apply the remainder of the same on any indebtedness hereby secured.

Trustors agree that upon the commencement of any judicial proceeding to enforce any right under this deed of trust, the court in which such proceeding is brought at any time thereafter, and without notice to Trustors or any part claiming under them (such notice being