

and shall pay the surplus, if any remain, to said party of the first part, its - - - - -
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successors or assigns. And the said Trustee may require the successful bidder at said sale to deposit ten per cent of the amount of his bid in cash as a guarantee of his compliance with his bid, pending preparation and delivery of the deed by the Trustee.

AND IT IS STIPULATED AND AGREED, That if the said party of the first part - - - - -
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shall pay off said note and interest thereon as herein or in said note provided, and any and all other indebtedness of said party of the first part - - - - -
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to the party of the third part, and discharge fully the trusts herein declared as herein required, at any time before such sale, then this deed shall become null and void; or, if the same shall be done by a sale of a part of such property, then so much of said property as may not have been sold and is not required to meet any of said trusts shall be reconveyed to the party of the first part, its successors or assigns, or the title thereto be revested in it or them according to the provisions of law.

And the party of the first part covenants that it is seized of said lands in fee and is the absolute owner of said personal property and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever; and, further that it will pay all taxes, assessments and insurance premiums upon all parts of the property described herein and upon such other insurance as the party of the third part may require upon or in connection with said premises or the business conducted therein, as and when the same shall become due and payable; that it will not create or permit to accrue, any debt, lien or charge which would be prior to, or on a parity with, the lien hereby created upon any part of the said property; that it will comply with all statutes, ordinances, regulations and requirements imposed by any governmental authority upon or with respect to said property or any part thereof, and will not remove any of said property from said premises (except as may be permitted by this instrument), without the prior written consent of the party of the third part, its successors or assigns.

AND IT IS FURTHER STIPULATED AND AGREED, That said Trustee shall be entitled to just compensation for any and all services performed and expenses incurred under this trust, which compensation shall constitute a part of the debt secured by this conveyance and be a lien on the property herein conveyed.

The party of the third part, its successors and assigns, or the holder or holders of any part of the indebtedness hereby secured, are expressly authorized to pay any taxes on said property and to secure or renew insurance on any insurable property covered hereby and to pay the premiums thereon, but they shall be under no obligation to do so.

AND IT IS STIPULATED AND AGREED that any sums expended by the party of the third part, its successors or assigns, for insurance of the property, or for payment of taxes thereon, or to remove any prior liens or encumbrances, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at the same rate.

The party of the first part agrees that all expenses paid or incurred by the holder or holders of the note hereby secured, or of any participation therein, including reasonable counsel fees incident to the protection, preservation or collection of the note and collateral securing same, or the foreclosure of this deed of trust by suit or otherwise shall be added to and become a part of the indebtedness secured hereby and bear interest at the same rate.

The holder of the evidence of the indebtedness secured hereby, shall have the right, in its discretion and without the giving of any notice, to remove at any time the trustee or trustees