

which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and Company hereby constitutes and appoints Trustee the agent and attorney-in-fact of Company to make such recitals, and hereby covenants and agrees that the recitals so made by Trustee shall be binding and conclusive upon Company and that the conveyance to be made by Trustee shall be effectual to bar any equity or redemption of Company in and to said property, and Trustee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments and premiums of insurance or other payments theretofore paid by Trustee, with 8% per annum thereon from date of payment, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to the Principal Trustee as provided in Paragraph 4.11 hereof.

(b) Company further covenants that in case of a sale as hereinbefore provided, Company or any person in possession under Company shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

(c) The power and agency hereby granted are coupled with an interest and are irrevocable by death, dissolution, or otherwise and are granted as cumulative to the remedies for collection of said indebtedness as provided by law.

9599

4328 RV-2