

of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty, except as herein otherwise expressly provided.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof or to impair the insurance carried thereon, reasonable wear and tear excepted.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by flood, fire and windstorm, and any other hazard or hazards and in such amount as may be required from time to time by Beneficiary during the term of the indebtedness hereby secured, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least thirty (30) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit First Party to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event First Party shall fail to keep the improvements on the property hereby conveyed in good repair and condition (reasonable wear and tear excepted), or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at its option, but without being required to do so make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured improvements thereon in an amount not to exceed that above stipulated: that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorneys' fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at twenty percent (20%) per annum, and shall be paid by First Party to Beneficiary upon demand, at the same place at which the above-described Note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

It is agreed that in the event a foreclosure hereunder shall be commenced by the Party of the Second Part, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Party of the Second Part to abandon the sale, and may then institute suit for the collection of said Note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Party of the Second Part, his substitute or successor, to sell the property in accordance with the provisions of this Deed of Trust.

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