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rate provided in said note, and providing for the payment of costs of collection and attorney's fees, said principal sum and interest to be paid in installments. The final installment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of December, 1987.

1. In addition to the aforesaid indebtedness and any and all extensions or renewals of the same or any part thereof, this instrument is intended to secure and does secure, any and all debts that the said party of the first part, or either of them, may incur with, or owe to, the said party of the third part, prior to the due date of the last installment of the note described above, whether the same be evidenced by note, open account, assignment, endorsement, or otherwise, and said party of the first part hereby promises to pay said debts at their maturity.

2. The party of the first part agrees to keep any and all improvements now on said property or that may hereafter be placed thereon insured against fire and such other hazards as the party of the third part may require, in companies satisfactory to the party of the third part, in such amounts and for such periods of time as the party of the third part may require, loss, if any, payable to the party of the third part as its interest may appear under mortgage clause without contribution satisfactory to the party of the third part, and to deposit said insurance policies with the party of the third part. In case of loss and payment by an insurance company, the proceeds of all such insurance policies shall be applied, at the election of the party of the third part, on the indebtedness secured hereby or in rebuilding or restoring the property. In the event of foreclosure of this Deed of Trust or other transfer of the title to the said premises in extinguishment of the indebtedness secured hereby, all interest of party of the first part to any insurance policies shall pass to the purchaser.

3. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the party of the first part agrees to keep said premises and the improvements thereon in good condition, and to pay all charges that may become liens upon said premises, and not to permit any lien, which might take precedence over the lien of this trust deed, to accrue and remain on said premises, or any part thereof, or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of the security given by this instrument.

4. The party of the first part also agrees to pay all taxes, assessments, or other statutory liens which may become a lien on said real estate, or any portion thereof, superior to that of the debt herein secured, before they become delinquent; and to abstain from committing any waste, or doing anything whereby the security for the above note may be lessened. And should the party of the first part fail to pay such taxes or assessments before they become delinquent, the party of the third part is hereby authorized to pay the same, together with any and all advances made or expenses incurred to protect said property, or on account of said property, with interest thereon, and the amounts so paid shall become a lien and charge upon said property, and bear legal interest from date of payment and their payment may be enforced in the manner provided for enforcing the payment of said note or notes. Or, at the option of the holder of said note or notes, it may, instead of paying said taxes, insurance premiums, or other lawful charges, declare the entire indebtedness secured by this instrument due, immediately after such taxes or other charges become past due and delinquent, and shall thereupon be entitled to a sale by the Trustee and to all other remedies or securities provided by this instrument.

5. In case the party of the third part or party of second part or successor or assigns shall be made a party to any suit or proceedings at law or in equity in order to protect the security given for this obligation, said party of the third part or party of the second part or assigns, as the case may be, shall be allowed and paid reasonable costs, charges and attorney's fees in such suit or proceedings, and the same shall be a further charge and lien upon said premises and enforced as the principal obligation. It is further covenanted and agreed that the Trustee herein is, and shall be, entitled to a reasonable compensation for all services rendered hereunder, or in connection with the trust herein created, which compensation, in the event of a Trustee's Sale, as hereinafter provided, shall not be less than Ten Dollars; and that the Trustee shall in addition be allowed to pay a reasonable sum for an examination of the title at the date of sale to assure himself as to what person shall be entitled to receive any surplus which may remain, after discharging the liens created by this instrument. Said Trustee's compensation, together with any and all necessary and reasonable expenses, charges, counsel fees, including fees for legal advice concerning his rights and duties in the premises, and other ordinary disbursements incurred by the Trustee, in the discharge of his duties as such, shall be a further charge and lien upon said premises, and enforced as the principal obligation.

6. If the said note or notes and interest be paid when due, and the agreements herein mentioned be faithfully performed, and nothing is owing under the provisions of this deed, then this conveyance ceases and becomes null and void, and release or satisfaction thereof will be made; but in case of the non-payment of either the principal or the interest, or any part thereof, at the time the same becomes due, or in case the maker or assumers of said note or notes fail to pay to the holder thereof, after demand in writing is made therefor, all sums expended by said holder on account of insurance premiums, taxes, assessments, or other statutory liens, together with interest thereon, as hereinbefore provided, or in case of failure to perform any of the covenants in said note or notes or this deed of trust, then the principal debt herein secured may be declared due and payable without notice, and said Trustee, or his successors in trust or assigns, is hereby empowered and authorized to adver-

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