

the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser, or Purchasers, with general warranty binding the Grantor, his heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the attorney's fees provided for in said note, and then to the bond holders in accordance with the terms of said Trust Indenture the full amount of principal, interest, attorney's fees and other charges due and unpaid on said note rendering the balance of the sales price, if any, to the Grantor, his heirs and assigns; and the recitals in the conveyance to the Purchaser or Purchasers, shall be full and conclusive evidence of the truth of the matters therein stated, and all pre-requisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against the Grantor, his heirs and assigns.

Should Grantor do and perform all of the covenants hereby provided, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released by the Trustee at the expense of Grantor.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, the Trustee may at any time before the sale of said property 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 the Trustee 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 sell the property in accordance with the provisions of the Deed of Trust.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holders of twenty-five per cent (25%) of the principal amount of the bonds in default, without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantor, his heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of his failure to do so he shall thereupon from and after the making of such sale be and continue as the tenant at will of such Purchaser, and in the event of his failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible

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