

or gross negligence in the discharge of its duties as such Trustee. Neither Trustee shall have any responsibility for the legal examination of the payment of taxes or the discharging of any other lien or incumbrance. It shall not be obliged to take any action towards the execution or enforcement of this Trust which, in its opinion, shall be likely to involve it in expense, unless one or more of the holders of the notes hereby secured shall, as often as required by such Trustee, furnish it with indemnity and security against all expenses or liabilities, and the notes of said holders deposited with said Trustee, but this provision shall not affect any discretion herein given to the Trustee to determine whether or not it shall take action hereunder without request of the note holders, and without such indemnity. Each Trustee shall be entitled to reasonable compensation for any services by it rendered hereunder, and to reimbursement of all costs, expenses and liabilities by it paid or incurred and it shall have a lien on all monies and property coming into its possession hereunder, which may be necessary to satisfy such compensation, expenses and liabilities.

6. That whenever there is a reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well, the heirs, legal representatives, successors and assignee (whether voluntary by act of the parties, or involuntary by operation of law) of the same. The terms "First Parties" shall apply to the grantors herein, whether they be one or more.

7. The first party hereby agree that if this Deed of trust or any of the notes herein described are placed in the hands of an attorney for collection by the Trustees or their successors or by any holder or holders, owner or owners of any of said notes that they will pay all costs of collection, including reasonable attorney's fees, whether collected by foreclosure or otherwise.

8. It Is Understood and Agreed, That until default in the payment in one or more of the principal notes (1st or 2nd series) or interest coupon notes as they respectively mature, or default in the payment of any monthly installment as herein covenanted for, or the breach of one or more of the covenants and agreements of the said notes, or of this Deed of Trust, the first parties shall remain in quiet use, possession and management of said property, and in the employment of the income, revenue and profits therefrom. And that upon payment of all of the principal and interest notes as they respectively mature, and

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