

detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's materialmen's or mechanic's lien hereafter created on the above described property, and in the event the money loaned Grantor by the Payor in the note hereby secured as set forth herein is used to pay off and satisfy any liens heretofore existing on said property; then the Trustee is, and shall be, subrogated to all of the rights, liens and remedies of the Holders of the indebtedness so paid.

As further security for the payment of the hereinabove described indebtedness, Grantor hereby transfers, assigns and conveys unto the Trustee all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, the Trustee, his agents and representatives, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same to the payment of said debt. The collection of said rents by the Trustee shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part thereof may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension for the time of payment or the release of a portion of said property from this lien.

That in the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

That in the event all or any portion of the hereinabove described real property is taken by the right of eminent domain, all sums which may be awarded to Grantor therefor in any condemnation proceedings shall be payable to the Trustee, and shall be applied toward the payment of said indebtedness.

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