



THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 OF THE REVERSE SIDE OF THIS TRUST DEED.

1. Mortgagor shall (1) promptly repair, replace or rebuild any building or improvement on the premises which may become damaged or destroyed, (2) keep and premises in good condition and repair, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to the holder of the note, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessment, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to the holder of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Trustee or Mortgagor may desire to contest.

Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies procured by the mortgagee or mortgagee's agent to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance with the policy of the holder of the note, under separate policies payable in case of loss or damage to Trustee for the benefit of the holder of the note, such policy to be procured by the mortgagee or mortgagee's agent in each policy, and shall deliver all policies, including original and renewal policies, to the holder of the note, and in case of expiration about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

In case of default hereunder Trustee or the holder of the note may, but need not, enforce the same by performing any act hereunder required of Mortgagor, and may hereunder and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary herein, become due and payable (a) immediately in the case of default in making payment of any indebtedness secured hereby, including all interest, and any other moneys allowed by Trustee or the holder of the note to protect the mortgagee's interest, and (b) the balance of the indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum from the date of default. Trustee or the holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Trustee or the holder of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate presented from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any such assessment, sale, foreclosure, tax lien or claim thereon.

6. Mortgagor shall pay all items of indebtedness herein mentioned both principal and interest when due according to the terms hereof. At the option of the holder of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything to the contrary herein, become due and payable (a) immediately in the case of default in making payment of any indebtedness secured hereby, including all interest, and any other moneys allowed by Trustee or the holder of the note to protect the mortgagee's interest, and (b) the balance of the indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of seven percent per annum from the date of default. Trustee or the holder of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

7. When the indebtedness herein secured shall become due whether by acceleration or otherwise, the holder of the note or Trustee shall have the right to foreclose the lien hereof. Trustee or the holder of the note shall be allowed and included as additional indebtedness in the decree for sale all expenses and charges which may be paid or incurred by or on behalf of Trustee or the holder of the note for attorney's fees, Trustee's fees, appraiser's fees, outlays for documents and charges of evidence, stenographer's charges, publication costs and costs which may be estimated as to items to be expeditiously offered for sale, and of securing all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and accessories which may be reasonably necessary or deemed to be reasonably necessary either to prosecute such suit or to defend the holder of the note or Trustee in any such suit, and may be had pursuant to such decree the true condition of the title to the premises. All expenses and charges of the holder of the note or Trustee, including all interest, and any other moneys allowed by Trustee or the holder of the note to protect the mortgagee's interest, shall be paid by the holder of the note or Trustee, and shall be immediately due and payable with interest thereon at the rate of seven percent per annum, when paid or incurred by Trustee or the holder of the note in connection with any proceeding, including probate and bankruptcy proceedings, in which either of them shall be a party, either as plaintiff, defendant or defendant, by reason of this trust deed or any indebtedness herein secured, or the preparations for the commencement of any suit for the foreclosure hereof after receipt of such right to foreclose whether or not actually commenced or the preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, with interest thereon as herein provided; fourth, to the holder of the note, or to his legal representatives or assigns, as their rights may appear.

9. Upon or at any time after the filing of a bill to foreclose the lien hereof, the court in which such bill is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor, at the time of application for such receiver, and without regard to the then value of the premises or whether the same shall be then required as a lienholder or not, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands as payment in whole or in part of: (1) the indebtedness secured hereby, or by any other instrument relating to the trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such order, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party indebted thereon in an action at law upon the note hereby secured.

11. Trustee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness secured by this trust deed has been paid, which representation Trustee may accept as true without inquiry. Where a release is received of a previous Trustee, such as a prior Trustee hereunder or which continues in substance with the description hereof contained of the note and which purports to be executed by the person or persons designated as the makers thereof, and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description hereof contained of the note and which purports to be executed by the person or persons designated as the makers hereof.

14. Trustee may accept by instrument in writing filed in the office of the Recorder or Registrar of Titles in which it is a party, shall have been recorded or filed in case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Titles in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or Successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

**I M P O R T A N T**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,  
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified hereunder under Identification No. \_\_\_\_\_  
**MARIKA BANK** as Trustee,  
 by *[Signature]* as Trustee,  
 Vice President  
 Assistant Vice President  
 Assistant Trust Officer

D NAME \_\_\_\_\_  
 E STREET \_\_\_\_\_  
 I CITY \_\_\_\_\_  
 V \_\_\_\_\_  
 R \_\_\_\_\_  
 Y INSTRUCTIONS OR \_\_\_\_\_

RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS INDEX PURPOSES  
 PLEASE PRINT ADDRESS OF ABOVE  
 DESCRIBED PROPERLY HERE