

UNOFFICIAL COPY

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHERE IT BEGINS.

1. Mortgagors shall: (1) keep said premises in good condition and repair without waste; (2) pay taxes and assessments, and all other charges, expenses, costs, debts, liens or encumbrances which may be levied, imposed, created, incurred, or otherwise attached to the buildings or improvements now or hereafter on the premises which may become damaged or destroyed by fire, accident, or otherwise, or by the mechanic's liens or liens in favor of the United States or other liens or claims for labor, materials, supplies, equipment, fixtures, or otherwise due any indebtedness which may be secured by a lien or charge on the premises superior to the interest of the holders of the note, and shall furnish evidence of the discharge of such prior lien to Trustee or to holders of the note, if so requested; (3) pay all rents, charges, and expenses now or at any time in process of erection upon said premises, of the improvements, fixtures, and equipment thereon, and to remove the same from the premises and the use thereof; (4) make no material alterations in said premises except as requested by the holders of the note, and as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, rentals, gas and service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or his agent, certified copies of the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises, insured against damage by lightning and windstorms under policies providing for payment by the insurance companies of damages to the property, the cost of repairing or repairing the same or to pay in full the indebtedness secured hereby, at an companies satisfactory to the holders of the note, such insurance policies payable, in case of loss or damage, to Trustees for the benefit of the holders of the note, such rights to be exercised as may be gage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the holders of the note, in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may foreclose, sue for possession, repossess or otherwise collect the property so acquired of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payment thereon, and may, prior to sale, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, and may, if it so desires, pay from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All money so paid for any of the property so foreclosed or sold and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall be a debt due and owing by the mortgagors to the holders of the note to protect the mortgaged premises and the amount so paid, plus interest thereon at the rate of six percent per annum, shall be recoverable without notice and with interest thereon at the rate of six percent per annum from the date of payment, and such amount so paid shall be considered as a waiver of any right acquirable by them on account of any deficiency remaining after the sale of the property so foreclosed.

5. The Trustee of the holders of the note hereby secures making any payment which is otherwise due or payable to the company, so according to any bill, statement or estimate procured from the appropriate public office without the written consent of the company.

6. Mortgagors shall pay all item of indebtedness herein mentioned, forthwith upon the occurrence of any event of default, notwithstanding anything in the principal note or in this Trust Deed to the contrary, becoming due at present or at any time hereafter, of principal or interest, or in case default shall occur and continue for three days after the performance of any other covenants herein contained.

8. The proceeds of any foreclosure sale of the premise shall be distributed and applied in the following order of priority: First, in account of all costs and expenses incident to the foreclosure proceedings, including, without limitation, attorney's fees, the principal amount due at the time of sale, all other items which under the terms hereof constitute secured indebtedness, interest on the principal amount due at the time of sale at the rate of interest thereon as herein provided; third, all principal and interest remaining unpaid, fourth, in accordance with the rights of the assignee, his representatives or assigns as their rights may appear.

10. No action for the enforcement of the law of this State or District, or any provision thereof, shall be brought against any party to this agreement unless such law or provision is first declared by a court of competent jurisdiction to be good and available to the party interposing same.

11. Trustee of the holders of the note of \$100,000,000, if any of the principal or interest is not paid for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the property referred to in this Trust Deed or to exercise any power given to him under this instrument except as provided hereinunder, except in case of his own gross negligence or in case he receives written notice from the grantor which is satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the last three of the property interests in property held by the Debtor in the debt(s) secured by the Trust Deed to the Debtor's heirs, executors, administrators or other successors in title to the property held by the Debtor in the debt(s) secured by the Trust Deed, upon payment in full of all debts and expenses due hereunder.

IMPORTANT

FOR THE PROTECTION BOTH THE WORKS AND
LENDER ARE REQUESTED THIS DEED WHICH
SHOULD BE HANDED IN THE TRUSTEE OF THE
TRUST DEED IS FILED FOR RECORD.

The following figures are based on the data given in Table 1.