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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVIDED REPERROR TO ON PAGE OF THE TRUST DEED WHICH THERE REGINS O ON PAGE I (THE REVENSE SIDE

- 1. Mortgagots shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) 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 catability astallated evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any buildings may or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or 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, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note 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 attuated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indeltedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and 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, but need not, make any payment or perform any act beteinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or invured in connection therewith, including remonable attorneys' fees, and any other moneys advanced by Trustee or holders of the note to pir ecc. the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein suiforized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any eight accruing to them on account of any default hereunder on the part of Mortgagots.
- 5. The Trustee or the holds, sof the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of since bill, statement or estimate or into the validity of any tax, assessment, safe, forfeither, tax here or title or claim thereof
- n. Mortgagors shall pay each item a indebtedness berein mentioned, both principal and interest, when the according to the terms hereof. At the election of the hidders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by the Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors harain contained
- 7. When the indebtedness hereby secured anall Frome due whether by the terms of the note described on page one or by acceleration of otherwise, holders of the note or Trustee shall have the tight to foreclose the lien hereof and also shall have all other tights provided by the laws of Hilmis for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditores and extense, which may be paid or incurred by or on terhalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, atenographers' charges, publication costs and costs (which may be estimated as to items to be expended after error of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar date and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence in hidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all, an enditures and expenses of the nature in this paragraph mentioned shall because so much additional indebtedness secured hereby and immediatly due and payable, with interest thereon at the tate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in convertion with (a) any action, suit or proceeding, including but not limited to probate and hank ruptcy proceeding, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby accurately of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby accurately of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trustee.
- A. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. I rist, on account of all costs and expenses incident to the foreclosure proceedings, including all such items 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 hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, for the any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Craft in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sair, without coloci, without regard to the solvency or insolvency of Mortgagora 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 occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such accept shall have power to collect the realistic states and profits of said premises during the pendency of such foreclosure soil and, in case of a sale and architector, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times which may be necessary or are usual in such cases for such receiver, would be entitled to collect such tents, issues and profits, and all other powers which may be necessary or are usual in such cases for the profession, 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 in payment in whole or in pair of. (1) The independences secured hereby, or by any decree foreclosing this Trust Deed, or any tas, special assessment or other tien which may be or become supprisor to the lien hereof or of such decree, provided such application is made print to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to an defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shalf have the right to inspect the premises at all reasonable times and accept thereto shall be perinitted 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 in to exercise any power berein given unless expressly obligated by the terms bereinf, nor be hable for any six or occusions bereinder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may exquire indemnises satisfactory to him before exercising any power herein given.
- 13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all individuals secured by this Trust Deed has been fully paid, and Trustee may execute and deliver a release bereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indefinedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee may except as the genuine note herein described herein contained of the principal note and which purports to be executed by the persons herein desting as the makers thereof; and where the release is requested of the original trustee and he has note herein described any note which may be presented and which purports to be executed by the persons herein designated and which purports to be executed by the persons herein designated as makers thereof.
 - 14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have

been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee,
shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the thrn Recorder of Deeds of the county
in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and
authority as are berein 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 end be binding upon Mortgagois and all persons claiming under or through Mortgagois, and the word "Mortgagois" when used herein shall include all such prisons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

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MXHIBIT I

NOTE 1:

THIRTY SEVEN THOUSAND FIVE HUNDRED (\$37,500) DOLLARS, AND INTEREST FROM MARCH 1, 1994 ON THE BALANCE OF PRINCIPAL REMAINING FROM TIME TO TIME UNPAID AT THE RATE OF PRIME PLUS TWO PERCENT (24) PER ANNUM. REPAYMENT OF THE INDESTEDNESS SHALL BE IN A SINGLE PAYMENT DUE ON MARCH 1, 1995. INTEREST PAYMENTS ON THE UNPAID PRINCIPAL BALANCE SHALL BE MADE MONTHLY BEGINNING ON APRIL 1, 1994 APD CONTINUING ON THE SAME DAY EACH MONTH THEREAFTER UNTIL THE (NDESTEDNESS IS FULLY PAID.

NOTE 2:

THIRTY SEVEN THOUSAND FIVE HUNDRED (\$37,500) DOLLARS, AND INTEREST FROM MARCH 1, 1994 ON THE BALANCE OF PRINCIPAL REMAINING FROM TIME TO TIME UNPAID AT THE RATE OF PRIME PLUS TWO PERCENT (24) PER ANNUM. REPAYMENT OF THE INDESTEDNESS SHALL BE IN A SINGLE PAYMENT DUE ON MARCH 1, 1995. INTEREST PAYMENTS ON THE UNPAID PRINCIPAL BALANCE SHALL BE MADE MONTHLY BEGINNING ON APRIL 1, 1994 AND CONTINUING ON THE SAME DAY EACH MONTH THEREAFTER UNTIL THE INDESTEDNESS IS FULLY PAID.

NOTE 3:

TWO HUNDRED FORTY ONE THOUSAND FIVE HUNDRED (\$241,500) DOLLARS, INTEREST FROM MARCH 1, 1994 ON THE BALANCE OF PRINCIPAL REMAINING FROM TIME TO TIME UNPAID AT THE RATE OF PFIME PLUS TWO PERCENT (24) PER ANNUM. REPAYMENT OF THE INDEBTEDNESS SHALL BE IN MONTHLY PRINCIPAL PAYMENTS OF ONE THOUSAND DOLLARS (\$1,000) PLUS INTEREST BEGINNING APRIL 1, 1994 AND CONTINUING ON THE SAME DAY OF EACH MONTH THEREAFTER; EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL AND INTEREST IF NOT SOONER PAID, SHALL BY DUE ON MARCH 1, 1999.

NOTE 4:

TWO HUNDRED FORTY ONE THOUSAND FIVE HUNDRED (\$241,500) DOLLARS, INTEREST FROM MARCH 1, 1994 ON THE BALANCE OF PRINCIPAL REMAINING FROM TIME TO TIME UNPAID AT THE RATE OF PRIME PLUS TWO PERCENT (24) PER ANNUM. REPAYMENT OF THE INDESTEDNESS SHALL BE IN MONTHLY PRINCIPAL PAYMENTS OF ONE THOUSAND DOLLARS (\$1,000) PLUS INTEREST BEGINNING APRIL 1, 1994 AND CONTINUING ON THE SAME DAY OF EACH MONTH THEREAFTER; EXCEPT THAT THE FINAL PAYMENT OF PRINCIPAL AND INTEREST IF NOT SOONER PAID, SHALL BE DUE ON MARCH 1, 1999.