

TO THE TRUSTEE SUCH DEEDS AND CONVEYANCES AS THE TRUSTEE MAY REQUIRE FOR THE BETTER SECURITY OF TITLE TO ANY REAL PROPERTY NOW OWNED, OR WHICH MAY BE HEREAFTER ACQUIRED BY THE PARTY OF THE FIRST PART, AND WHICH IS HEREBY MORTGAGED, OR AGREED TO BE MORTGAGED, AND SUCH FAILURE SHALL CONTINUE FOR A PERIOD OF SIXTY DAYS AFTER SUCH DEMAND, OR IN CASE THE PARTY OF THE FIRST PART SHALL IN ANY MANNER FAIL TO OBSERVE AND PERFORM ANY OF THE THINGS, PROVISIONS OR PREMISES REQUIRED BY THE TRUSTEE OF SAID BONDS AND COUPONS OR BY THIS INDENTURE TO BE DONE BY IT, OBSERVED AND PERFORMED, AND SUCH FAILURE SHALL CONTINUE FOR A PERIOD OF SIXTY DAYS AFTER NOTICE THEREOF GIVEN TO IT BY THE TRUSTEE, THEN AND IN ANY SUCH EVENT, THE TRUSTEE MAY IN ITS DISCRETION, AND SHALL UPON THE WRITTEN REQUEST OF THE HOLDERS OF ONE-THIRD OF THE BONDS OUTSTANDING SECURED BY THIS MORTGAGE, AND UPON BEING FURNISHED WITH FUNDS FOR THAT PURPOSE, OR INDEMNIFIED TO ITS REASONABLE SATISFACTION, WITHIN THIRTY DAYS AFTER RECEIVING SUCH WRITTEN DEMAND, AND SUCH FUNDS OR INDEMNITY TAKE ALL NEEDFUL STEPS FOR THE PROTECTION AND ENFORCEMENT OF THE RIGHTS HEREBY SECURED BY IT.

4. IN CASE OF ANY DEFAULT, OR FAILURE AS AFORESAID, ON THE PART OF THE PARTY OF THE FIRST PART, OCCASIONED AND CONTINUED AS HEREINBEFORE PROVIDED, THE PARTY OF THE SECOND PART AS TRUSTEE, MAY, AND UPON REQUEST IN WRITING OF THE HOLDERS OF ONE-THIRD OF THE BONDS UNPAID AND OUTSTANDING AT THE TIME OF SUCH FAILURE, OR DEFAULT, SHALL DECLARE THE PRINCIPAL OF ALL BONDS REMAINING UNPAID AND SECURED HEREBY, IMMEDIATELY DUE AND PAYABLE, AND THE SAME SHALL THEREUPON BECOME DUE AND PAYABLE, ANYTHING IN SAID BONDS, OR THIS INDENTURE TO THE CONTRARY NOTWITHSTANDING, AND SHALL THEREUPON UPON BEING INDEMNIFIED TO ITS REASONABLE SATISFACTION FOR THE EXPENSE THEREOF, FILE A BILL IN EQUITY, OR TAKE OTHER PROPER PROCEEDINGS IN A COURT OF COMPETENT JURISDICTION FOR THE FORECLOSURE OF THIS MORTGAGE AND TRUST DEED, AND TO HAVE THE PROPERTY ABOVE DESCRIBED SOLD AND THE PROCEEDS DERIVED FROM THE SALE THEREOF APPLIED TO THE PAYMENT OF THE BONDS SECURED HEREBY.

5. IN CASE OF ANY DEFAULT AS AFORESAID, OCCURRING AND CONTINUING AS HEREINBEFORE PROVIDED, THE RIGHT OF THE PARTY OF THE FIRST PART TO THE POSSESSION OF THE MORTGAGED PREMISES SHALL IPSO FACTO CEASE AND BE TERMINATED, AND THE RIGHT TO THE POSSESSION THEREOF SHALL VEST IN THE TRUSTEE WITHOUT ANY ACTION ON ITS PART, EXCEPT DEMAND FOR POSSESSION OF SAID MORTGAGED PREMISES, AND THE TRUSTEE MAY AT THE COST, EXPENSE AND CHARGE OF THE TRUST ESTATE, AT ANY TIME DURING THE CONTINUANCE OF SUCH DEFAULT, OR FAILURE, TAKE POSSESSION OF THE MORTGAGED PREMISES AND ALL PERSONAL PROPERTY THEREON, AND MAY REMOVE THE PARTY OF THE FIRST PART, ITS OFFICERS, AND AGENTS, AND EACH AND EVERY OCCUPANT OUT OF POSSESSION OF SAID PREMISES; MAY HAVE, RECEIVE, SUE FOR, COLLECT AND RECEIPT FOR IN THE NAME OF THE PARTY OF THE FIRST PART, OR ANY ASSIGNEE THEREOF, ALL AND SINGULAR THE INCOME OF SAID MORTGAGED PROPERTY FROM WHATSOEVER SOURCE DERIVED, OR ACCRUING, INCLUDING ANY AND ALL DEBTS, CLAIMS AND DEMANDS OF WHATSOEVER NATURE. THE PARTY OF THE SECOND PART, AS TRUSTEE, MAY RESTORE POSSESSION OF SAID PROPERTY TO THE PARTY OF THE FIRST PART WHENEVER IT HAS IN ITS HANDS SUFFICIENT FUNDS BELONGING TO THE TRUST TO PAY ALL COSTS, EXPENSES AND CHARGES INCURRED BY IT, AND ALL OVER DUE AND UNPAID INTEREST AND PRINCIPAL, SO THAT THE DEFAULT SHALL BE SUBSTANTIALLY CORRECTED, AND ANY SUCH RESTORATION OF POSSESSION SHALL BE WITHOUT PREJUDICE TO THE RIGHTS OF THE PARTY OF THE SECOND PART, AS TRUSTEE, OR ANY BONDHOLDER OR BONDHOLDERS AS REGARDS ANY SUBSEQUENT DEFAULT OF THE