

PARTY OF THE FIRST PART. THE PARTY OF THE SECOND PART, AS TRUSTEE, IN POSSESSION MAY OPERATE, MAINTAIN AND CARRY ON THE SAID PROPERTY AND BUSINESS, AND MAKE ANY CONTRACTS TOUCHING THE MANAGEMENT AND OPERATION THEREOF, AS FULLY TO ALL INTENTS AND PURPOSES AS THE PARTY OF THE FIRST PART WOULD OR COULD, DO HAD IT REMAINED IN POSSESSION, THE SAME TO BE DONE AT THE EXPENSE OF THE TRUST ESTATE. THE PARTY OF THE SECOND PART MAY, SO LONG AS IT REMAINS IN POSSESSION, MAKE AND INCUR SUCH EXPENDITURES AS IT SHALL DEEM BEST FOR THE PURPOSE OF MAINTAINING AND PRESERVING THE PROPERTY, MAKING SUCH REPAIRS, RENEWALS, REPLACEMENTS, ALTERATIONS, ADDITIONS AND IMPROVEMENTS AS THE TRUSTEE SHALL DEEM JUDICIOUS; ALL EXPENSES SO INCURRED TO BE CHARGED UPON THE TRUST ESTATE.

6. IN ANY DECREE RENDERED FOR THE FORECLOSURE OF THIS TRUST DEED, THERE SHALL BE INCLUDED IN THE DECREE AND JUDGMENT, AND MADE A PART THEREOF ALL EXPENSES INCURRED BY THE TRUSTEE IN THE PERFORMANCE OF ITS TRUST UNDER THE TERMS AND CONDITIONS HEREOF; ANY SUMS THAT IT MAY HAVE PAID OUT FOR TAXES, LIENS, OR ASSESSMENTS, AND ANY MONEYS WHICH IT MAY HAVE EXPENDED IN CARING FOR THE PROPERTY, OR IN THE MAINTENANCE AND REPAIR THEREOF; ALSO SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S OR COUNSEL FEES, AND THE DECREE SHALL PROVIDE THAT THE PROPERTY ABOVE DESCRIBED SHALL BE SOLD IN THE MANNER PROVIDED BY LAW, AND THE PROCEEDS DERIVED FROM THE SALE, APPLIED FIRST, IN PAYING THE COST AND EXPENSE OF SAID SALE AND OF THE ACTION BROUGHT TO FORECLOSE THIS DEED OF TRUST; TO THE PAYMENT OF ANY MONEYS EXPENDED BY THE TRUSTEE IN CONNECTION WITH THE EXECUTION OF ITS TRUST, OR IN CARING FOR, REPAIRING, AND PROTECTING THE PROPERTY HEREBY CONVEYED, SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES, ANY AND ALL MONEYS PAID FOR TAXES, ASSESSMENTS, OR INSURANCE ON THE PROPERTY, BY THE TRUSTEE, AND THE BALANCE, OR SO MUCH THEREOF AS MAY BE NECESSARY, TO THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE ON ANY BONDS SECURED HEREBY, REMAINING UNPAID AT THE TIME OF SUCH SALE, WHETHER SAID PRINCIPAL MONEYS SHALL THEN, OR THEREAFTER BE DUE AND PAYABLE, SURPLUS OF THE PROCEEDS OF SUCH SALE, IF ANY, TO BE PAID TO THE PARTY OF THE FIRST PART, ITS SUCCESSORS OR ASSIGNS.

7. IN CASE OF ANY SALE HEREUNDER OF THE MORTGAGED PROPERTY, ANY OF SAID BONDS HEREBY SECURED, AND ANY MATURED, OR UNPAID PORTION OF THE INTEREST COUPONS ACCOMPANYING THE SAME MAY THEMSELVES BE ISSUED IN AND TOWARD THE PAYMENT OF THE PURCHASE PRICE BID IN LIEU OF CASH, AT THE NET SUM DISTRIBUTABLE THEREON AS HEREIN PROVIDED.

8. NO BONDHOLDER SHALL BE ENTITLED TO TAKE ANY PROCEEDINGS AGAINST THE PARTY OF THE FIRST PART TO ENFORCE THE PROVISIONS OF THIS MORTGAGE, UNLESS THE PARTY OF THE SECOND PART, AS TRUSTEE, SHALL FIRST HAVE BEEN REQUESTED BY A BONDHOLDER, OR BONDHOLDERS, OF AT LEAST ONE-THIRD IN VALUE OF THE BONDS OUTSTANDING, IN WRITING, TO ACT, AND SHALL AFTER A TENDER OF THE NECESSARY COSTS, OR INDEMNITY, AS HEREIN-BEFORE PROVIDED, HAVE REFUSED OR NEGLECTED TO ACT.

9. WHENEVER SAID BONDS, OR ANY OF THEM ARE DUE, THE PARTY OF THE FIRST PART SHALL DEPOSIT WITH THE PARTY OF THE SECOND PART, AS TRUSTEE, THE AMOUNT THEREOF, AND IT SHALL HOLD THE SAME UNTIL SUCH BOND, OR BONDS, HAVE BEEN DELIVERED FOR CANCELLATION AND UPON CANCELLATION SHALL TURN OVER SAID BOND TO THE PARTY OF THE FIRST PART. WHEN ANY BOND BECOMES DUE AND THE SAME SHALL NOT BE PRESENTED TO THE PARTY OF THE SECOND PART FOR REDEMPTION ON OR BEFORE THE DATE SUCH BOND IS DUE, THE PARTY OF THE SECOND PART, AS TRUSTEE, MAY SET APART TO THE CREDIT OF SUCH BOND, DESIGNATED BY THE NUMBER THEREOF, OUT OF THE SAID AVAILABLE FUNDS OR MONEY