

FURNISHED BY THE PARTY OF THE FIRST PART FOR THAT PURPOSE, A SUM IN GOLD COIN EQUAL TO THE PRINCIPAL OF SAID BOND AND ACCRUED INTEREST THEREON; AND THEREAFTER SAID BOND, AS BETWEEN THE PARTY OF THE FIRST PART AND THE OWNER, SHALL NOT BEAR INTEREST, AND THE OWNER SHALL LOOK ONLY TO THE SUM SET APART IN THE HANDS OF THE TRUSTEE FOR THE PAYMENT OF SAID BOND.

10. THE PARTY OF THE FIRST PART COVENANTS AND AGREES THAT IT WILL PAY ALL VALID TAXES, ASSESSMENTS AND PUBLIC CHARGES OF WHATSOEVER NATURE, WHICH MAY FROM TIME TO TIME BE LEVIED UPON IT, OR ITS PROPERTY, OR UPON THIS MORTGAGE, AND THE INDEBTEDNESS HEREBY SECURED BY ANY PUBLIC AUTHORITY WHATSOEVER UNTIL PAYMENT IN FULL OF THE AMOUNT HEREBY SECURED HAS BEEN MADE. THAT IT WILL KEEP THE INSURABLE PROPERTY SUBJECT TO THIS MORTGAGE AT ALL TIMES INSURED AGAINST LOSS BY FIRE IN SOME RESPONSIBLE FIRE INSURANCE COMPANY, OR COMPANIES, UP TO ITS ^{FULL} INSURABLE VALUE, LOSS, IF ANY, PAYABLE TO THE PARTY OF THE SECOND PART, AS ITS INTEREST MAY APPEAR, AND PAY THE PREMIUM UPON SUCH POLICIES AND DELIVER THE SAME TO THE TRUSTEE. IN CASE OF LOSS BY FIRE, ALL AMOUNTS RECEIVED FROM SAID INSURANCE SHALL BE APPLIED TO THE PAYMENT OF THE BONDS HEREBY SECURED UNTIL THE SAME ARE PAID IN FULL; PROVIDED THAT THE PARTY OF THE SECOND PART MAY AT ITS OPTION ALLOW ANY INSURANCE MONEY SO RECEIVED TO BE APPLIED BY THE PARTY OF THE FIRST PART TOWARD THE REPLACEMENT OF THE PROPERTY DESTROYED, OR INJURED, IF THE PARTY OF THE FIRST PART SO REQUESTS, AND SHALL PAY OVER SUCH MONEY FOR SUCH PURPOSE UPON SATISFACTORY PROOF THAT THE PROPERTY HAS BEEN REPLACED BY NEW OR ADDITIONAL PROPERTY COSTING AT LEAST AS MUCH AS THE AMOUNT OF MONEY PAID OVER THEREON; BUT IF THE PARTY OF THE FIRST PART SHALL NOT, WITHIN SIXTY DAYS, FROM THE PAYMENT OF THE LOSS, REQUEST THE PARTY OF THE SECOND PART, IN WRITING, TO HAVE SUCH INSURANCE MONEY APPLIED IN REPLACEMENT OF PROPERTY DESTROYED OR INJURED, THEN IT SHALL BECOME AND BE HELD AND USED BY THE PARTY OF THE SECOND PART FOR THE PURPOSE OF REDEEMING AND DISCHARGING THE BONDS AND INTEREST COUPONS HEREBY SECURED.

11. THE PARTY OF THE SECOND PART, AS TRUSTEE, SHALL BE ENTITLED TO REPAYMENT OF ALL NECESSARY DISBURSEMENTS OF WHATSOEVER SORT OR NATURE IN AND ABOUT THIS TRUST, INCLUDING COUNSEL FEES. IF THERE SHALL HAVE BEEN AN ENTRY BY THE TRUSTEE ITSELF, OR THROUGH A RECEIVER UPON THE MORTGAGED PREMISES OR A SALE MADE OF SUCH PREMISES IN THE ENFORCEMENT OF THIS MORTGAGE, SUCH PAYMENTS SHALL BE MADE OUT OF THE MORTGAGED PREMISES AND THE PROCEEDS AND INCOME THEREOF AND IF THERE SHALL HAVE BEEN NO SUCH ENTRY OR SALE, ALL SUCH EXPENSES SHALL BE PAID BY THE PARTY OF THE FIRST PART. IT SHALL BE ENTITLED TO ADVICE OF COUNSEL, LEARNED IN LAW IN ALL MATTERS CONCERNING THE TRUST. AND SHALL BE HELD ONLY TO THE EXERCISE OF REASONABLE CARE AND DILIGENCE IN RELATION TO TAKING POSSESSION OF, CONTROLLING AND OPERATING, AND MANAGING AND SELLING THE PREMISES AND PROPERTY AFORESAID, OR OTHERWISE CARRYING OUT THE PROVISIONS OF THIS INSTRUMENT. WHEREVER THE TRUSTEE ACTS BY AGENT, OR ATTORNEY, IT SHALL NOT BE RESPONSIBLE FOR HIS NEGLIGENCE OR WRONGFUL DOINGS, BUT SHALL BE HELD TO THE EXERCISE OF REASONABLE CARE IN SELECTING, RETAINING OR DISCHARGING HIM.

12. IT SHALL NOT BE ANY PART OF THE TRUSTEE'S DUTY PRIOR TO NOTICE OF DEFAULT, TO EFFECT INSURANCE AGAINST FIRE, OR OTHER DAMAGES ON ANY PORTION OF THE MORTGAGED PREMISES, OR TO RENEW ANY POLICIES OF INSURANCE, OR TO KEEP ITSELF INFORMED OR ADVISED AS TO THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, OR THE PAYMENT OR DISCHARGE OF ANY TAXES, ASSESSMENTS OR LIENS THAT MAY BE IMPOSED UPON THE MORTGAGED PROPERTY, SOUGHT TO BE SO AFFECTED BY THIS MORTGAGE, OR TO REQUIRE THE PAYMENT OR DISCHARGE OF SUCH TAXES, ASSESSMENTS OR LIENS, BUT THE PARTY OF THE SECOND PART, AS