

(iii) governmental zoning and subdivision ordinances or regulations, effecting the encumbered real estate.

This conveyance is made in trust, however, to secure the payment of the indebtedness evidenced by the notes. If Grantor therefore shall duly and punctually pay or cause to be paid the principal of and interest on said indebtedness and duly and punctually perform all things on its part to be done or performed under the Agreement and this Deed of Trust, then this Deed of Trust shall be null and void and shall be released or satisfied at the cost and request of the Grantor; otherwise, the same shall remain in full force and effect.

The further terms, covenants and conditions of this Deed of Trust are as follows:

FIRST: Grantor hereby covenants and agrees:

(1) That it will duly and punctually pay or cause to be paid the principal of and interest on said indebtedness as and when the same shall become due and payable and will duly and punctually perform all things on its part to be done or performed under the Agreement and this Deed of Trust.

(2) That it will use the encumbered property with reasonable care, skill and caution, and in all respects in accordance with Beneficiaries' rights; that it will not commit or permit any waste thereon or thereto; that no building, fixture, improvement or facilities on the encumbered real estate shall be removed or demolished except as hereinafter provided without the consent of Beneficiaries; that it will maintain and keep the encumbered property in good repair, working order and condition in accordance with prudent business management and from time to time make all needful and proper repairs, renewals and replacements; and that it will comply with all applicable statutes, regulations, orders, requirements, restrictions or decrees relating to the use of the encumbered property.

(3) That it will, upon application by the Trustee, or any of the Beneficiaries, and during business hours, give the Trustee or any of the