

Beneficiaries prorata between them up to the extent of the then outstanding balance of the indebtedness secured hereby unless Beneficiaries shall agree otherwise.

(10) That any promise made by Grantor to pay money may be enforced by a suit at law, and the security of this Deed of Trust shall not be waived thereby, and as to such debts Grantor waives all right of exemption under any applicable law, and agrees to pay a reasonable attorney's fee for the collection thereof. Beneficiaries shall be entitled to the appointment of a receiver in any action to foreclose this Deed of Trust, which receiver may be authorized to take charge of the encumbered property, lease or operate some or all of the same, collect the rents, issues, and profits, and keep same in good repair.

(11) That all real estate and interests in real estate, all plants, buildings, structures, fixtures, tracks and improvements thereon and appurtenances thereto, and all machinery, tools, gas manufacturing and other equipment, gas cylinders and containers, office furniture, fixtures, and equipment, and all other tangible personal property of Grantor (except as herein excepted and reserved), and all additions, substitutions, replacements and improvements thereto which Grantor hereafter acquires or makes shall immediately upon such acquisition or making and without any further encumbering become and be a part of the encumbered property and subject to the lien hereof; that Grantor will, from time to time, execute such supplemental Deed of Trusts and/or security instruments describing and conveying such real estate and interests in real estate, plants, buildings, structures, fixtures, tracks and improvements thereon and appurtenances thereto, and such machinery, tools, gas manufacturing and other equipment, gas cylinders and containers, office furniture, fixtures and equipment, and such other tangible personal property, and all additions, substitutions, replacements and improvements thereto as deemed necessary or desirable by Beneficiaries; and that Grantor will, from time to time, cause this Deed of Trust and any Deeds of Trust or security instruments supplemental hereto to be filed, refiled, recorded and re-recorded in such manner and at such times and in such places as may be necessary to publish notice and protect the validity and priority thereof.