

become immediately due and payable and this Deed of Trust subject to foreclosure as provided by law; and Beneficiaries shall have the right (through the Trustee, if necessary or desired) to (i) take possession of the encumbered real property or any part thereof, and with or without first taking possession, after giving such notice as may be required by the applicable law as to the particular items of encumbered property in question, sell the same in lots, or parcels, or en masse, as Beneficiaries may deem best, at such location as Beneficiaries shall select, proper in accordance with any applicable law, at public outcry to the highest bidder for cash, and in bar of all equities of redemption and all other rights and exemptions of every kind, all of which are hereby expressly waived, and/or (ii) take possession of the encumbered personal property or any part thereof and for that purpose pursue the encumbered personal property wherever it may be found and may enter any of the premises of the Grantor with or without force or process of law, wherever the encumbered personal property or any part thereof may be or may be supposed to be, and search for such personal property and take possession of, remove, keep and store such personal property until sold, and after giving notice as required by any applicable law, sell and dispose of such personal property or any part thereof, as a whole or in parcels, either publicly or privately, as Beneficiaries deem best, at the place where such personal property is recovered or at any other place specified by the Trustee acting for the Beneficiaries in the notice of sale, for cash or on credit, as the Beneficiaries may deem best. The proceeds of any such sale or sales of the encumbered property shall be applied as follows:

First, to the payment of the expenses of this trust and its execution and all sums expended or become liable for on account of any provisions of the Deed of Trust, including all expenses of foreclosure, and including but not limited to the payment of reasonable attorney's fee; second, to the payment and complete satisfaction of any and all deeds of trust, mortgages, liens and other encumbrances, whether herein set out or not, which shall or may constitute superior liens to this indenture; third, to the payment of the indebtedness secured hereby in full, together with all sums expended by Beneficiaries, their