

of future notices accompanies the notice of change of interest.

23. Compromise of Actions, etc. Any action, suit or proceeding brought by the Company pursuant to this Deed of Trust, the Net Lease, the Assignment or otherwise, and any claim made by any Person under this Deed of Trust, the Net Lease, the Assignment or otherwise may be compromised, withdrawn or otherwise dealt with by the Company or such Person without any notice to or approval of the Partnership.

24. Remedies. If any Event of Default shall have occurred and be continuing, the Company may:

(a) proceed at law or in equity or otherwise to foreclose the lien of this Deed of Trust as against all or any part of the Trust Estate and to have the same sold under the judgment or decree of a court of competent jurisdiction;

(b) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, if any, or other laws of the state mentioned in Section 37 hereof, including, but not limited to

(i) either personally or by means of a court appointed receiver, take possession of all or any part of the Trust Estate constituting personal property and exclude therefrom the Partnership and all others claiming under the Partnership, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Partnership in respect of such personal property or any part thereof; and in the event the Company demands or attempts to take possession of such personal property in the exercise of its rights, the Partnership shall promptly turn over and deliver complete possession thereof to the Company,

(ii) without notice to or demand upon the Partnership, make such payments and do such acts as the Company may deem necessary to protect the security interest in such personal property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith,

(iii) require the Partnership to assemble such personal property or any portion thereof, at a place designated by the Company and reasonable convenient to both parties, and promptly deliver such personal property to the Company or agent or representative designated by it; and the Com-