

requested by the Company or any purchaser, the Partnership and Supermart shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to the Company or such purchaser all deeds, bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any request.

27. Purchase of Trust Estate by the Company or the Beneficiary. The Company or any Beneficiary may be a purchaser of the Trust Estate or any part thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise hereunder, and may apply upon the purchase price the indebtedness secured hereby owing to such purchaser.

28. Receipt of Sufficient Discharge to Purchaser. Upon any sale of the Trust Estate or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, the receipt of the officer making the sale under judicial proceedings or of the Company shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.

29. Waiver of Appraisalment, Valuation. The Partnership and Supermart hereby waive, to the full extent they may lawfully do so, the benefit of all appraisalment, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Trust Estate or any part thereof or any interest therein.

30. Sale a Bar Against the Partnership and Supermart. Any sale of the Trust Estate or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, shall forever be a perpetual bar against the Partnership and Supermart.

31. Application of Proceeds of Sale and Income from Management. The proceeds of any sale of the Trust Estate or any part thereof or any interest therein whether pursuant to foreclosure or power of sale or otherwise and all amounts received by reason of any taking of possession, entry, removal or holding, operation or management of the Trust Estate or any part thereof pursuant to Section 33 hereof or otherwise, together with any other moneys at the time held as part of the Trust Estate shall be applied as follows:

31.1. Prior to an Event of Default. If and so long as no Event of Default shall have occurred and be continuing, all moneys received by the Company as aforesaid shall be applied as follows: