

right of Beneficiary to require prompt payment when due of all other sums constituting Secured Obligations or to declare an Event of Default for failure so to pay, or to proceed with foreclosure sale pursuant to any such notice and acceleration for any unpaid balance of the Secured Obligations. Waiver of a right granted to Beneficiary as to one transaction or occurrence shall not be deemed a waiver of such right as to any subsequent transaction or occurrence.

Article VII
Certain Remedies; Power of Sale

7.1 In the event that Grantor fails or refuses to pay any taxes or assessments upon the Mortgaged Properties before the same become delinquent, fails to take out or procure or maintain such insurance as is required by this Deed of Trust, or fails to perform any other covenant (including without limitation, the covenant to maintain any and all Ground Leases in full force and effect) or to pay any other obligation of Grantor set forth in this Deed of Trust or set forth in any other agreement or instrument evidencing or securing the Secured Obligations, then in any such case Beneficiary, at its option and without any obligation to do so, may pay any such taxes or assessments (without being required to examine the legality or justice of same), take out or procure such insurance, or tender any other such performance or payment. All amounts advanced by Beneficiary as aforesaid shall be due and payable upon demand, shall become a part of the Secured Obligations, shall bear interest from the date such payments are advanced until the repayment thereof at the Default Rate as set forth in the Term Loan Agreement and shall become a part of the Secured Obligations fully secured by the lien of this Deed of Trust. Any amounts so paid, as well as the time of payment thereof, shall be deemed fully established by the affidavit or certificate of the Trustee or Beneficiary. Grantor agrees that the payment of such taxes or assessments, the procuring and maintaining of such insurance, or the tendering of any such other performance or payment by Beneficiary shall not prevent Beneficiary from declaring the Secured Obligations to be due and payable under the provisions hereof by reason of such Event of Default and pursuing any other remedies available to Beneficiary should Beneficiary so elect.

7.2 As to the Mortgaged Properties located in Alabama (in this Section 7.2 called the "Alabama Properties"), this Deed of Trust is intended as a mortgage. Accordingly, the Beneficiary or its agents shall be authorized to take possession of the Alabama Properties hereby conveyed, and upon failure of Grantor to perform or pay the Secured Obligations, or any part thereof, when the same shall become due, in whatever way, then all of said Secured Obligations shall become due and payable at once, the Beneficiary, its agents or attorneys, after giving twenty-one (21) days notice, by publication once a week for three (3) consecutive weeks of the time, place and terms of sale, together with a description of the property to be sold by publication in some newspaper of general circulation, published in the county where all or any part of the Alabama Properties are located, are hereby authorized and empowered to sell the Alabama Properties, as an entirety or in parcels, in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to execute proper conveyance to the purchaser thereof, and to apply the proceeds of said sale: First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee based on the work performed and reasonably necessary services rendered; and Second, to the