

to act hereunder, or in the event the holder or holders of not less than a majority in amount of the Secured Obligations should elect at any time (with or without cause) to remove the Trustee then acting, then a successor or substitute may be named, constituted and appointed by the holder or holders of not less than a majority of the amount of the Secured Obligations, without further formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited; and this conveyance shall vest in the Successor or Substitute Trustee the title, powers and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser at any sale made pursuant hereto shall be equally valid and effective. Such right to appoint a Successor or Substitute Trustee shall exist as often as and whenever the Trustee, original or substitute, cannot or will not act or has been removed. Grantor specifically covenants and stipulates that: the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein stated; no other proof shall be requisite of the request by the holder of the Secured Obligations on the Trustee or on any Successor or Substitute Trustee to enforce this trust, or of the due, timely and proper posting and serving of all notices and making of the sale, or any particulars thereof, or of the inability, refusal or failure of the Trustee, or any Successor or Substitute Trustee, to act, or of the removal of the Trustee or any Successor or Substitute Trustee, or of the appointment of a Successor or Substitute Trustee, as herein provided, either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee or any Successor or Substitute Trustee to act, or of his removal, as the case may be; all prerequisites of said sale shall be presumed to have been performed; and the sale made under the powers herein granted shall be a perpetual bar against Grantor, its successors and assigns.

7.12 The right of sale hereunder shall not be exhausted by one or any sale, but so long as any of the Secured Obligations remain undischarged, the Trustee or Beneficiary and their respective successors, assigns, agents or attorneys may make other and successive sales until all the Mortgaged Properties shall be legally sold.

Article VIII
Condemnation and Casualty Loss

8.1 If the Mortgaged Properties, or any part thereof, shall be condemned or taken for public use under the power of eminent domain, Beneficiary shall have the right to demand all damages and awards for such taking of or injury to the Mortgaged Properties be paid to Beneficiary.

8.2 Should the Mortgaged Properties be wholly or partially destroyed or damaged by fire, explosion, windstorm or other insured casualty, Beneficiary shall have the right to collect, receive and receipt for, in the name of Grantor or otherwise, any and all moneys that may become payable or collectible upon any policy of insurance by reason of such damage to or destruction of the Mortgaged Properties.

8.3 In the event that Beneficiary shall have received the proceeds of condemnation or insured casualty pursuant to the terms of Sections 8.1 or 8.2 above, Beneficiary shall hold