

controlling, laws of the United States of America shall be deemed such applicable laws. It is intended that Article 1.04, Title 79, Revised Civil Statutes of Texas, 1925, as amended, shall be included in the laws of the State of Texas in determining applicable law. "Maximum rate" as used in this paragraph shall mean the maximum lawful non-usurious rate of interest which, under applicable law, the Beneficiary is permitted to charge the Grantor on the loan transaction secured by this Deed of Trust and the Secured Obligations from time to time in effect at a time when a maximum lawful non-usurious rate of interest is prescribed under applicable law, including changes in such maximum rate attributable to changes under applicable law which permit a greater rate of interest to be contracted for, charged, collected, received or taken as of the effective dates of such respective changes.

9.4 Grantor agrees that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this instrument; all security for the payment of the Secured Obligations shall be taken, considered and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Grantor further agrees that any part of the security herein described may be released without in anywise altering, varying or diminishing the force, effect or lien of this Deed of Trust, or of any renewal or extension of said lien, and that this Deed of Trust shall continue as a first lien and security interest on all the Mortgaged Properties not expressly released, until all Secured Obligations are fully discharged and paid.

9.5 The filing of a suit to foreclose any lien, mortgage or security interest under this Deed of Trust either on any matured portions of the Secured Obligations or for all Secured Obligations shall never be considered an election so as to preclude foreclosure under any power of sale herein contained after dismissal of the suit.

9.6 The Grantor recognizes that the Agent has been appointed by the Bank's pursuant to the Term Loan Agreement with the duties and powers therein set forth. Accordingly, so long as the Banks or their successors as holders of the Secured Obligations are acting pursuant to the Term Loan Agreement, the Agent may perform all duties and exercise all rights and options otherwise available to the Beneficiary hereunder, and no party shall have any right or duty to inquire further as to the authority of the Agent when purporting to so act. In furtherance of the foregoing and not by way of limitation, the Agent may execute on behalf of Beneficiary and file or cause to be filed for record any and all documents and instruments necessary or desirable to perfect, protect, and continue the liens, titles, assignments and security interests of this Deed of Trust.

9.7 In addition to the Permitted Liens, the Beneficiary has accepted this Deed of Trust subject to the rights of tenants in possession of portions of the Mortgaged Properties under certain written leases identified to Beneficiary by writing of even date herewith and specifically made secondary and subordinate to the lien of this Deed of Trust. Notwithstanding that such leases and any other leases entered into with respect to any portion of the Mortgaged Properties after the recording of this Deed of Trust covering such properties shall be subordinate to the lien of this Deed of