

able costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of its right to accelerate the maturity of said indebtedness nor of its right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above-described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein-described and all improvements thereon, and which may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove-described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to First Party for the condemnation of the hereinabove-described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, any sums which may be awarded or become payable to First Party for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorneys' fees, release same to First Party or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or to exercise diligence in the collection of, any such sums.

Notwithstanding any other provision hereincontained, the Beneficiary may appear in and defend any action or proceedings purporting to affect the property or the security hereof or the rights or powers of First Party, and all costs and expenses thereby incurred, including reasonable attorneys' fees, shall be reimbursed to Beneficiary. Beneficiary shall have the right to enter upon the property, without notice and from time to time, for the purpose of inspection and for the purpose of protecting the security hereof. Beneficiary shall furthermore at any time have the right, but shall not be obligated, to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Beneficiary appears to be prior or superior to the lien hereof (except as otherwise hereinafter provided), and in such event all sums thereby expended, including all expenses and reasonable attorneys' fees, shall immediately and at once become due and payable to Beneficiary, without demand, with interest from the date of expenditure at the "default rate" as defined in said Note.