

at any time to take any specific action shall not at any time be deemed or considered to be a waiver of any right accruing to it on account of or as a result of any default on the part of First Party.

Without affecting the liability of First Party or any other person (except any person expressly released in writing) for payment of the indebtedness or for performance of any obligation hereincontained, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness or modifying or waiving any obligation or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Beneficiary may have; (d) accept or substitute additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property.

First Party covenants and agrees that it will pay and discharge all taxes, assessments and levies, including all applicable interest, penalties and fines, affecting all of the real property and personal property described in this instrument and make any and all such payments on or prior to any such respective due dates thereof, so that any lien or potential lien which may arise will at all times be subordinate and inferior to the lien created by this instrument.

First Party agrees that it will not cause, suffer or permit any act to be done upon the property hereindescribed which will jeopardize, impair, defeat, suspend or endanger any of the insurance herein required, and First Party agrees that it will cause the property hereindescribed to at all times fully comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions.

Nothing hereincontained or contained in the Note hereby secured shall constitute or be construed to be a consent or request by Party of the Second Part or Beneficiary for the performance of any labor or service or the furnishing of any materials with respect to the property hereindescribed. In no event shall First Party be deemed to be an agent of Party of the Second Part or Beneficiary to any extent or for any purpose whatever.

In the event that this Deed of Trust or any provision hereof shall be deemed invalidated in whole or in part by any present or future law or any decision of any court having jurisdiction, First Party shall execute and deliver such other and further instruments and do such things as in the sole opinion of Beneficiary will carry out the true intent and spirit of this Deed of Trust. From time to time, First Party shall execute and deliver such further documents and assurances as in the sole opinion of Beneficiary may be required to more effectively subject the property and any other property intended to be mortgaged to the performance of the obligations required of First Party hereunder or under the Note hereby secured.

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