

contrary, the Grantor shall have the right to remain in peaceful possession of the Property, and to collect, receive and retain the rents, revenues, profits, proceeds, income and royalties therefrom.

PROVIDED, FURTHER, that if the Grantor shall pay or cause to be paid to the Beneficiary the Indebtedness in full at the time and in the manner stated in the Note and in this Deed of Trust and the other Loan Documents at any time before the sale herein-after provided for, and shall well and truly perform, comply with and observe each and every covenant, agreement, term and condition of this Deed of Trust and of the other Loan Documents, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Trustees that the Indebtedness has been so paid or satisfied in full, the Trustees shall (upon the receipt of the written request of the Beneficiary and at the expense of the Grantor), release and discharge the lien and terminate the security interest of this Deed of Trust of record upon payment to the Trustees of a reasonable fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Grantor hereby represents, warrants, covenants and agrees as follows, and stipulates that a breach of any of the following representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Deed of Trust and of the other Loan Documents:

I. REPRESENTATIONS AND WARRANTIES

Section 1.01. Warranty of Title. The Grantor represents and warrants that at the time of the execution and delivery of this Deed of Trust, the Grantor is the owner of the fee simple legal title to, and is lawfully seized and possessed of, the Property. The Grantor has the right and authority to convey the Property and does hereby warrant specially, and agrees to defend, the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands by any person.

Section 1.02. Purpose. The Grantor represents and warrants that the loan evidenced and secured by the Loan Documents is a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Maryland.

II. COVENANTS AND AGREEMENTS

Section 2.01. Payment of Indebtedness and Performance. The Grantor will punctually pay to the Beneficiary the principal of and interest on the Note according to the terms of the Note and all other Indebtedness secured hereby as the same shall become due, and shall punctually keep and perform each and every term, provision, covenant and agreement contained in the Loan Documents.

Section 2.02. Further Assurances. At any time, and from time to time, upon request by the Beneficiary, the Grantor, at the sole expense of the Grantor, will make, execute, deliver and record or cause to be made, executed, delivered and recorded, any and all further instruments, certificates, and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of the Grantor under the Note and the lien of this Deed of Trust, and all modifications, extensions and other amendments of the same. Upon any failure by the Grantor so to do, the Beneficiary may make, execute and record any and all such instruments, certificates and documents for and in the name