TO HAVE AND TO HOLD the REAL PROPERTY to the TRUSTEES, and the TRUSTEE'S successors and assigns in fee simple.

IN TRUST, to secure (a) the payment to the BENEFICIARY of the principal of and all interest due on the PROMISSORY NOTE no later than the due dates thereof as provided in the PROMISSORY NOTE, and all other sums or advances due under the PROMISSORY NOTE, this Deed of Trust, or any other LOAN DOCUMENT, and (b) the proper and complete performance of all terms, covenants and conditions contained in the PROMISSORY NOTE, this Deed of Trust, and any other LOAN DOCUMENTS; provided, that if all of the same shall occur; this Deed of Trust shall be void and the TRUSTEES shall release, terminate and reconvey the SECURED PROPERTY to the GRANTOR at the sole cost and expense of the GRANTOR.

ARTICLE I - COVENANTS AND AGREEMENTS OF THE GRANTOR

The GRANTOR covenants and agrees as follows:

Section 1.1. Repayment. The GRANTOR shall punctually pay all indebtedness secured by this Deed of Trust, together with interest thereon and any penalty fee, charge, deposit, escrow or assessment, at the times and in the manner and amounts set forth in the PROMISSORY NOTE, this Deed of Trust and all other LOAN DOCUMENTS.

Section 1.2. Performance. The GRANTOR shall strictly and fully perform all duties, obligations and requirements and comply exactly in all respects with the terms, covenants, conditions, representations and warranties of this Deed of Trust and all other LOAN DOCUMENTS.

Section 1.3. Taxes and Expenses. The GRANTOR shall pay and discharge, when and as the same come due, all taxes of every kind and nature, real and personal; all general and special assessments and levies; all water, sewer and other utility charges, rents and assessments; and any and all other public charges, dues, levies, impositions or assessments of a like or different nature, imposed upon or assessed against the SECURED PROPERTY or the rents, issues, income or profits thereof, and which are or may become liens against the same, as well as any ground rent to which the REAL PROPERTY may be subject, and the GRANTOR will not permit to exist any lien or security interest which may be a lien or security interest superior to the lien and security interest of this Deed of Trust other than (a) liens for taxes, assessments, levies, fees, rents, ground rents and public charges not yet delinquent and (b) liens and security interests which the BENEFICIARY has specifically and in writing consented to the existence of and with respect to which the GRANTOR has paid currently all sums secured thereby. The GRANTOR will, upon the request of the TRUSTEES or the BENEFICIARY, deliver to the TRUSTEES or the BENEFICIARY receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, ground rents and public charges imposed upon or assessed against the SECURED PROPERTY, or the revenues, rents, issues, income or profits thereof, as well as the payment of all superior liens and security interest with respect to which the BENEFICIARY may have consented.

Section 1.4. Insurance. The GRANTOR will keep the SECURED PROPERTY against loss by fire, casualty and other such hazards and contingencies as may be specified by the TRUSTEES or the BENEFICIARY for the benefit of the BENEFICIARY. Such insurance shall be written in forms, amounts and by companies satisfactory to the TRUSTEES or the BENEFICIARY, and in any event in an amount sufficient to prevent co-insurance liability, and the losses thereunder shall be payable to the BENEFICIARY alone and not to the GRANTOR and the BENEFICIARY or the TRUSTEES, jointly. The policy or policies of such casualty insurance shall be delivered to and retained by the

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