11. Permitted Contests. The Grantor, at its expense, may contest (in the case of any item of importance after prior written notice to the Lender) by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any taxes or other charges enumerated in Paragraph 10 or liens therefor, provided that (a) in the case of taxes or other charges enumerated in Paragraph 10 or liens therefor, such proceedings shall suspend the collection thereof from the Grantor, the Trustee, the Lender and the Property; (b) neither the Property nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost; (c) neither the Grantor nor the Trustee would be in any danger of any additional civil or any criminal liability for failure to comply therewith (except interest, or penalties in the nature of interest, and attorneys' fees or court costs) and the Property would not be subject to the imposition of any additional lien and the Grantor shall have deposited adequate moneys with respect thereto with the Lender, who shall have the power to pay such contested amounts in the event the Property is in danger of forfeiture or the Trustee is in danger of being held civilly or criminally liable with respect thereto, or, in the event the contested matter is the subject of litigation, the Grantor shall have deposited in a fund administered by the court adequate moneys therefor (as determined by the Lender).

12. Repayment of Advances. The Grantor covenants to pay the Beneficiary immediately and without demand, all sums of money advanced by the Beneficiary pursuant to any provision of this Deed of Trust or any of the other Loan Documents, together with interest on each such advancement at the rate per annum provided for in the Note, and all such sums and interest thereon shall be secured hereby. The obligation imposed by this Paragraph 12 is separate and apart from any obligation set forth in the Note secured hereby.

13. Inspection. The Beneficiary and its representatives shall have the right at all reasonable times to enter and inspect the Premises.

14. Remedies on Default. In the event of (i) a default in the payment of any installment of the principal or interest of the Note secured hereby, or any part thereof, as and when the same comes due and payable, and such default shall not be cured within fifteen (15) days after the giving to Grantor of a written notice of such default, or (ii) a default in the payment when due of any other sum or sums secured hereby and such default shall not be cured within fifteen (15) days after the giving to Grantor of a written notice of such default, or (iii) a default by Grantor in the performance of any of the terms, covenants, conditions or provisions of this Deed of Trust or any of the other Loan Documents secured hereby and such default shall not be cured within thirty (30) days after the giving to Grantor of a written notice specifying the nature of such default, or if such default is not capable of being cured within such thirty (30)-day period, Grantor does not commence promptly to cure such default and thereafter diligently continue to pursue the curing of such default, then, and in any of such events, and in addition to, and not in limitation of, any and all rights and remedies available to the Beneficiary as a result of any such default either by law or by any other provision of this Deed of Trust or any of the other Loan Documents, the following may occur:

(a) Acceleration. All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary without notice or demand, which are hereby expressly waived; and

(b) Sale. On the application and request of the Beneficiary, it shall be lawful for and the duty of Trustees to foreclose and to sell, in accordance with applicable laws, and in case of any default of any purchaser to resell, the Premises hereby conveyed at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the Trustees shall deem advantageous and proper and as may be required by applicable laws; and to convey the same in fee simple, upon compliance with the terms of the sale, and upon judicial approval if then required by law, to and at the cost of the purchaser or purchasers thereof (who shall not be required to see to the application of purchase money) and to hold and apply the proceeds of such sale or sales: First, to pay all costs, charges and expenses attending the execution of this Trust or any sale made as aforesaid, including reasonable counsel fees to the attorneys representing the Beneficiary and the Trustees,