or assignment of or pledge, encumbrance or creation of a lien or security interest in the SECURED PROPERTY and subject to the provisions of this section.

Section 1.9.1. Right to Deal With Subsequent Owner. The contrary notwithstanding, in the event the ownership of the SECURED PROPERTY becomes vested in a person, individual, partnership or corporation other than the GRANTOR, the TRUSTEES or the BENEFICIARY may, without notice to the GRANTOR, deal with such indebtedness secured by it in the same manner as with the GRANTOR, and any extension of the time of the indebtedness or any other modifications of the terms of the indebtedness at the instance of the then owner of the SECURED PROPERTY shall not relieve the GRANTOR of the GRANTOR'S liability on the PROMISSORY NOTE hereby secured or from the performance of any of the covenants and agreements contained herein or any of the covenants, terms, conditions, provisions, representations or warranties contained in the LOAN DOCUMENTS, whether the extension or modification be made with or without the consent of the GRANTOR.

Section 1.10. Condemnation. The GRANTOR, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the SECURED PROPERTY or any portion thereof will notify the TRUSTEES and the BENEFICIARY of the pendency of such proceedings. The TRUSTEES or the BENEFICIARY may participate in any such proceedings and the GRANTOR from time to time will deliver to the TRUSTEES or the BENEFICIARY all instruments requested by them to permit such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned and shall be paid to the BENEFICIARY for application to and reduction of the GRANTOR'S indebtedness to the BENEFICIARY under the PROMISSORY NOTE and as provided in this Deed of Trust. The TRUSTEES or the BENEFICIARY shall be under no obligation to question the amount of any such reward or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, the TRUSTEES or the BENEFICIARY may be represented by counsel selected by them at the GRANTOR'S sole expense. The proceeds of any award or compensation so received shall, at the option of the BENEFICIARY, either be applied, without premium, to the prepayment of the PROMISSORY NOTE at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority, or be paid over to the GRANTOR for restoration and reconstruction of the SECURED PROPERTY.

Section 1.11. Future Advances. The BENEFICIARY may make future advances to the GRANTOR and may advance or readvance funds to the GRANTOR and all such future advances and readvances shall be fully secured by the lien and security interest of this Deed of Trust.

Section 1.12. Corporate Status. The GRANTOR, if a corporate entity, shall maintain in good standing and in full force and effect the GRANTOR'S corporate franchise with the state of the GRANTOR'S incorporation and all rights and privileges incident thereto.

Section 1.13. Estoppel Certificate. The GRANTOR shall upon written notice from the BENEFICIARY or the TRUSTEES, deliver to the BENEFICIARY or the TRUSTEES, within ten (10) days of the giving of notice, a written statement, duly acknowledged, setting forth the amount of principal, interest, penalty and other charges or assessments due the BENEFICIARY as of the notice date and whether any offsets or defenses exist against any of the same.

Section 1.14. Zoning, Etc.; Restrictive Covenants. The GRANTOR shall fully and strictly comply with all applicable rules and regulations of the federal, state and local governmental authorities having jurisdiction over the SECURED PROPERTY and will also fully and strictly comply with all restrictions, covenants, easements, set backs and other limitations on the use of the SECURED PROPERTY contained in documents of public record.

HOWARD R. STEPLER, JR.
ATTORNEY AT LAW
18 WEST CHURCH STREET
FREDERICK, MD. 21701
301 662-6304