part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U or X of the Board of Governors of the Federal Reserve System or for any other purpose which would be inconsistent with such Regulations T, U or X or any other Regulations of such Board of Governors, or for any purpose prohibited by legal requirements or by the terms and conditions of the Loan Documents; (iii) the Loan is solely for the business purpose of Trustor, and is not for personal, family, household, or agricultural purposes and the Trust Property is not and will not be used principally for agricultural or farming purposes; and (iv) the Note, this Deed of Trust and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor would the operation of any of the terms of the Note, this Deed of Trust or the other Loan Documents, or the exercise of any right thereunder, render this Deed of Trust unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(e) Trustor represents and warrants to Beneficiary that to Trustor's actual best knowledge and belief (i) Trustor has obtained all certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of the Premises and Improvements and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and none of which have been revoked, suspended, forfeited or modified, (ii) the Premises and Improvements and the present and contemplated use and occupancy thereof are in full compliance with all applicable laws, (iii) the Improvements are served by all utilities required for the current or contemplated use thereof and all utility services are provided by public utilities and the Improvements have accepted or are equipped to accept such utility services, (iv) all public roads and streets necessary for service of and access to the Premises and Improvements for the current or contemplated use thereof have been completed, are serviceable and are physically and legally open for use by the public, (v) the Improvements are served by public water and sewer systems, (vi) the Improvements are free from damage caused by fire or other casualty, (vii) all costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full, (viii) except for personal property owned by tenants, Trustor has paid in full for, and is the owner of, all of the Equipment and other personal property used in connection with the operation of the Improvements, free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created hereby, and (ix) there is no proceeding pending (or notice of such proceeding received by Trustor) for the total or partial condemnation of, or affecting, the Premises or Improvements.

(f) Trustor represents and warrants to Beneficiary that to Trustor's actual best knowledge and belief, (i) except as shown on the survey of the Premises and Improvements delivered to Beneficiary prior to the date hereof, all of the Improvements which were included in determining the appraised value of the Trust Property lie wholly within the boundaries and building restriction lines of the Premises, and no improvements