Beneficiary in, the Trust Property. Trustor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Deed of Trust, any deed of trust supplemental hereto, any security instrument with respect to the Trust Property and any instrument of further assurance, and all federal, state, county and municipal, taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, any deed of trust supplemental hereto, any security instrument with respect to the Trust Property or any instrument of further assurance, except where prohibited by law so to do. **TRUSTOR HEREBY AGREES, AT ITS SOLE COST AND EXPENSE, TO PROTECT, DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE INDEMNIFIED PARTIES (AS DEFINED BELOW) FOR, FROM AND AGAINST, AND SHALL BE RESPONSIBLE FOR, ANY AND ALL LOSSES (AS DEFINED BELOW) IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST ANY INDEMNIFIED PARTIES AND DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY RELATING TO ANY TAX IMPOSED UPON THE MAKING AND/OR RECORDING OF ANY OF THE LOAN DOCUMENTS.**

21. **Notice of Certain Events.** Trustor agrees to give prompt notice to Beneficiary of the insolvency or bankruptcy filing of Trustor or the death, insolvency or bankruptcy filing of Guarantor.

22. **Events of Default.** The Debt shall become immediately due and payable at the option of Beneficiary upon the happening of any one or more of the following events of default (each an "Event of Default"):

(a) failure to make payment of (1) interest or principal on the Note on or prior to the date the same is due, or (2) the entire Debt on or before the Maturity Date;

(b) subject to Trustor's right to contest as provided herein, any of the Taxes or Other Charges are not paid when the same are due and payable (unless and to the extent such failure is due to Beneficiary's failure to pay Taxes when sums sufficient for such purpose are on deposit in the Tax and Insurance Impound and no other Event of Default exists);

(c) the Policies are not kept in full force and effect (unless the same results from Beneficiary's failure to pay the applicable premiums therefor when sums sufficient for such purpose are on deposit in the Tax and Insurance Impound and no other Event of Default exists), or evidence of the Policies is not delivered to Beneficiary as required under Paragraph 2 of this Deed of Trust;

(d) Trustor, Guarantor or either of their respective Governing Entities consummates a Transfer that is not expressly permitted under the terms of this Deed of Trust without Beneficiary's prior written consent;

(e) any representation or warranty of Trustor, or of Guarantor, made herein or in any other Loan Document or in any certificate, report, financial statement or other

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