

documents shall increase Trustor's obligations under the Note, this Deed of Trust or any of the other Loan Documents. Trustor hereby authorizes Beneficiary at any time and from time to time to file and record any initial financing statements, amendments thereto and continuation statements with or without the signature of Trustor as authorized by applicable law. For purposes of such filings, Trustor agrees to furnish promptly any information reasonably requested by Beneficiary. Trustor also hereby ratifies its authorization for Beneficiary to have filed any like initial financing statements, amendments thereto or continuation statements if filed prior to the date of this Deed of Trust. Trustor hereby irrevocably appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorney-in-fact, coupled with an interest, with full irrevocable power and authority in the place and stead of Trustor or in Trustor's name to execute in Trustor's name any such documents and to otherwise carry out the purposes of this paragraph, to the extent that Trustor's authorization above is deemed not to be sufficient as a matter of law. To the extent permitted by law, Trustor hereby ratifies all acts said attorneys-in-fact shall lawfully do, have done in the past or cause to be done in the future by virtue hereof.

28. Actions and Proceedings. Beneficiary or Trustee has the right to appear in and defend any action or proceeding brought with respect to the Trust Property and to bring any action or proceeding, in the name and on behalf of Trustor, which Beneficiary, in its sole discretion, decides should be brought to protect their interest in the Trust Property. Beneficiary shall, at its option, be subrogated to the lien of any deed of trust or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the payment of the Debt.

29. Contest of Certain Claims. At its own expense, Trustor may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any Taxes, Other Charges or mechanic's or materialman's lien asserted against the Trust Property if, and so long as, (a) Trustor shall have notified Beneficiary of the same within ten (10) days of obtaining knowledge thereof; (b) such legal proceedings shall operate to prevent the enforcement or collection of the same and the sale of the Trust Property or any part thereof, to satisfy the same; (c) Trustor shall have furnished to Beneficiary a cash deposit, or an indemnity bond satisfactory to Beneficiary with a surety satisfactory to Beneficiary, in the amount of one hundred twenty-five percent (125%) of the Taxes (or, if less, one hundred twenty five percent (125%) of the difference between the amount of Taxes being contested and the amount on deposit for the payment of Taxes in the Tax and Insurance Impound), Other Charges or mechanic's or materialman's lien claim, plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, to assure payment of the matters under contest and to prevent any sale or forfeiture of the Trust Property or any part thereof; (d) Trustor shall promptly upon final determination thereof pay the amount of any such Taxes, Other Charges or claim so determined, together with all costs, interest and penalties which may be payable in connection therewith; (e) the failure to pay the Taxes, Other Charges or mechanic's or materialman's lien claim does not constitute a default under any other deed of trust, mortgage or security interest covering or affecting any part of the Trust Property; and (f) notwithstanding the