

foregoing, Trustor shall immediately upon request of Beneficiary pay (and if Trustor shall fail so to do, Beneficiary may, but shall not be required to, pay or cause to be discharged or bonded against) any such Taxes, Other Charges or claim notwithstanding such contest, if in the opinion of Beneficiary, the Trust Property or any part thereof or interest therein may be in danger of being sold, forfeited, foreclosed, terminated, canceled or lost. Beneficiary may pay over any such cash deposit or part thereof to the claimant entitled thereto at any time when, in the judgment of Beneficiary, the entitlement of such claimant is established.

30. Recovery of Sums Required to be Paid. Beneficiary shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Beneficiary or Trustee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Trustor existing at the time such earlier action was commenced.

31. Marshalling and Other Matters. Trustor hereby waives, to the full extent permitted by law, the benefit of all appraisement, homestead, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Trust Property or any part thereof or any interest therein. Further, Trustor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every person acquiring any interest in or title to the Trust Property subsequent to the date of this Deed of Trust and on behalf of all persons to the extent permitted by applicable law.

32. Hazardous Substances. All of the terms and provisions of Article II of the Environmental Indemnity are hereby incorporated into this Deed of Trust for all purposes as if set forth verbatim herein.

33. Environmental Operations. All of the terms and provisions of Section 3.1 of the Environmental Indemnity are hereby incorporated into this Deed of Trust for all purposes as if set forth verbatim herein.

34. Environmental Monitoring. All of the terms and provisions of Section 3.2 of the Environmental Indemnity are hereby incorporated into this Deed of Trust for all purposes as if set forth verbatim herein.

35. Compliance with Law; Alterations.

(a) Trustor agrees that the Trust Property shall at all times strictly comply with all applicable Access Laws.

(b) Notwithstanding any provisions set forth herein or in any other document regarding Beneficiary's approval of alterations of the Premises or Improvements, Trustor shall not alter the Premises or Improvements in any manner which would increase Trustor's responsibilities for compliance with the applicable Access Laws without the