

accrued interest on all of the foregoing; and the remainder, if any, shall be paid to Trustor, or to the person lawfully entitled thereto.

51. Recourse Provisions. Subject to the qualifications below, Beneficiary shall not enforce the liability and obligation of Trustor, to perform and observe the obligations contained in this Deed of Trust, the Note or in any of the other Loan Documents by any action or proceeding wherein a money judgment shall be sought against Trustor, except that Beneficiary may bring a foreclosure action, a trustee's sale, an action for specific performance or any other appropriate action or proceeding to enable Beneficiary to enforce and realize upon its interests under the Note, this Deed of Trust or the other Loan Documents or in the Trust Property, the Rents or any other collateral given to Beneficiary pursuant to this Deed of Trust and the other Loan Documents; provided, however, that, except as specifically provided herein, any judgment in any such action or proceeding shall be enforceable against Trustor only to the extent of Trustor's interest in the Trust Property, the Rents and any other collateral given to Beneficiary. By accepting this Deed of Trust, the Note and the other Loan Documents, Beneficiary agrees that it shall not, except as otherwise herein provided, sue for, seek or demand any deficiency judgment against Trustor in any such action or proceeding under or by reason of or under or in connection with this Deed of Trust, the Note or any of the other Loan Documents. The provisions of this paragraph shall not, however, (i) constitute a waiver, release or impairment of any obligation evidenced or secured by this Deed of Trust, the Note or any of the other Loan Documents; (ii) impair the right of Beneficiary to name Trustor, as a party defendant in any action or suit for foreclosure and sale under this Deed of Trust; (iii) affect the validity or enforceability of the Guaranty or any other guaranty or indemnity made in connection with the Loan or any rights and remedies of Beneficiary thereunder; (iv) impair the right of Beneficiary to obtain the appointment of a receiver; (v) impair the enforcement of the Assignment; or (vi) constitute a waiver of the right of Beneficiary to enforce the liability and obligation of Trustor, by money judgment or otherwise, to the extent of, but only to the extent of, any loss, damage, cost, expense, liability, claim or other obligation incurred by Beneficiary (including attorneys' fees and costs reasonably incurred) arising out of or in connection with the following:

(i) fraud, material misrepresentation, gross negligence or willful misconduct by Trustor or any of its partners, officers, principals, or members, Guarantor, or any other person authorized to make statements or representations, or act, on behalf of Trustor in connection with the Loan;

(ii) physical waste committed on the Trust Property; damage to the Trust Property as a result of the intentional misconduct or gross negligence of Trustor, its Governing Entity or any of their respective principals, officers, shareholders, partners or members, or any agent or employee of any such persons; or the removal of any portion of the Trust Property in violation of the terms of the Loan Documents while an Event of Default exists;

(iii) subject to any right to contest such matters, as provided herein, failure to pay any valid Taxes (except to the extent, but only to the extent, the entire