

or agreement or default or of any such right, remedy, power or privilege. No waiver of any default hereunder shall affect or alter this Deed of Trust, which shall continue in full force and effect with respect to any other then existing or subsequent default.

39. After-Acquired Property. All property of every kind, whether real or personal, acquired by the Partnership or Supermart after the date hereof and incorporated in the Property which by the terms hereof is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon the acquisition thereof by the Partnership or Supermart, and without any further mortgage, assignment or conveyance, become subject to the lien of this Deed of Trust; and the Partnership or Supermart, as the case may be, (a) will, upon any such acquisition, forthwith execute and cause to be recorded, registered and filed, as provided in Section 5, any amendment or modification hereof or supplement hereto, and any financing statements and any amendments or modifications thereof or supplements thereto, in such places as may be required by law in order to establish, perfect, preserve and protect the lien of this Deed of Trust on the property so acquired and the rights of the Company hereunder and (b) will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, assignments and assurances as the Company shall reasonably require for accomplishing the purposes of this Deed of Trust including, without limitation, subjecting such after-acquired property to the lien of this Deed of Trust.

40.1. Further Assurances. The Partnership and Supermart will, at the cost of the Partnership, without expense to the Company, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and instruments as the Company shall from time to time reasonably require for the better mortgaging, granting, bargaining, selling, conveying and assigning to the Company of the Property hereby mortgaged, granted, bargained, sold, conveyed and assigned or intended now or hereafter so to be or which the Partnership may be or may hereafter become bound to mortgage, grant, bargain, sell, convey and assign to the Company, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust.

The Partnership will receive the loan advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purposes of paying the cost of the improvement, and the Partnership will apply the same first to the payment of the cost of improvement before using any part of the whole of the same for any other purpose.