

to such extent and in such manner as the Beneficiary may elect, to the payment of the Secured Obligations or to such portion or parts thereof as the Beneficiary may deem proper, regardless of whether the application so made exceeds the payments of principal and interest or other amounts then due as provided in any note or notes or other instrument or instruments evidencing the Secured Obligations, provided, however, that the Beneficiary, in its discretion and at its election and in such manner and order and to such extent as the Beneficiary may deem advisable, may apply any amounts so collected and received hereunder toward the cost of collecting such amounts and toward the cost of management, repair and upkeep of the Mortgaged Properties, including the purchase of such additional equipment and appurtenances as the Beneficiary, in its sole discretion, may deem necessary for the maintenance of a proper rental value of the Mortgaged Properties, and to taxes, assessments, premiums for public liability insurance, and property insurance premiums payable by the Grantor, insofar as the same may be required of the Grantor under the Assigned Contracts or this Deed of Trust. In no event will the Grantor be given credit by the Beneficiary for any amount or amounts received from the Assigned Sums until the money representing the same is actually received in cash at the Agent's office in the City of Houston, Harris County, Texas, and no credit shall be given for any uncollected rents or other uncollected amounts.

3.6 In the event of default in the payment of the Secured Obligations or in the performance of any of the covenants or agreements of the Grantor under this Deed of Trust, the Beneficiary may, at its election, from time to time appoint and dismiss such agents or employees as may be necessary for the collection of the Assigned Sums, and for the proper care and operation of the Mortgaged Properties under the Assigned Contracts; and the Grantor hereby grants to such agents and employees so appointed full and irrevocable authority on Grantor's behalf to manage the Mortgaged Properties and to do all things relating to such management. The Beneficiary shall have the sole control of such agents and employees, whose remuneration shall be paid out of the Assigned Sums, at the rate of compensation then prevailing in the county where the Mortgaged Properties to which such compensation relates are situated. The Grantor hereby expressly agrees that the Beneficiary shall not be liable for the remuneration of such agents and employees and releases Beneficiary from any liability for the misconduct or negligence of any such agent or employee appointed with due care by the Beneficiary hereunder.

3.7 Nothing in this Article III shall be construed to limit or restrict in any way the rights, liens and powers granted in this Deed of Trust to the Beneficiary or to the Trustee, or to limit the payment of the Secured Obligations to or from the Assigned Sums; and the Secured Obligations shall constitute an absolute and unconditional obligation of the Grantor to pay the sums in the manner and in the amounts so required in the note or notes or other instrument or instruments evidencing the same, whether by acceleration or otherwise. The Beneficiary's collection and application of all or any part of the Assigned Sums to the Secured Obligations or as otherwise provided herein pursuant to this Article III shall not constitute a waiver of any default which might at the time of the application or thereafter exist under this Deed of Trust; and the Secured Obligations or any part thereof secured by this Deed of Trust may be accelerated because of such default in accordance with the terms of this Deed of Trust, notwithstanding such application. Notice of default may be given, but it is not required to be given, and the exercise of the power of sale under this Deed of