

Upon commencement of any judicial proceeding to enforce any right under this instrument, including foreclosure thereof, Beneficiary, without limitation or restriction by any present or future law, and without regard to the solvency or insolvency at that time of any person liable for the payment of the indebtedness, and without regard to the then value of the property or whether the same shall then be occupied, shall have the absolute right to the appointment of a receiver of the property and of the revenues, rents, profits and other income therefrom and said receiver shall have (in addition to such other powers as the court making such appointment may confer) full power to collect all such income and, after paying all necessary expenses of such receivership and of operation, maintenance and repair of said property, to apply the balance to the payment of any sums then due hereunder or under said Note.

First Party agrees that it shall not convey, sell, lease or transfer (or cause, suffer, consent to or permit the execution of a contract to sell, convey, lease or transfer unless such documents require the consent of the holder hereof before they are binding upon the parties hereto) any portion of the property described in this Deed of Trust or any interest therein or any right therein or relating to the use thereof, nor further encumber any of the said property, without the express prior written consent of the owner and holder of the Note hereby secured, which such consent shall not be unreasonably or arbitrarily withheld or denied. The breach or default on the part of First Party with respect to said restrictions and provisions shall constitute a default hereunder and at the election of the owner and holder of the Note hereby secured, without notice, the entire unpaid principal amount remaining unpaid under said Note, together with all accrued and unpaid interest thereon, shall at once become due and payable at the sole and exclusive option of the owner and holder of said Note.

The property described in Exhibit A attached hereto is subject to the liens of those specific prior liens described in Exhibit B attached hereto, which said described prior liens secure certain promissory notes evidencing obligations hereinafter collectively referred to as the "prior encumbrances," and which said prior liens are prior and senior to the lien of this "Wrap-Around Deed of Trust." First Party covenants and agrees to fully and timely comply with all of the terms and provisions of said "prior encumbrances," except only the requirement to make the payments of principal and interest with respect to the notes secured by said "prior encumbrances." Provided that First Party fully complies with all said terms and provisions of said Note and "prior encumbrances" (except only the requirement to make the payments of principal and interest with respect to said notes) and provided that First Party fully and timely complies with all obligations, terms and provisions contained in this "Wrap-Around Deed of Trust" and the Note hereby secured, Beneficiary agrees to timely pay all installments of principal and interest becoming due from time to time under the terms and provisions of said notes secured by said "prior encumbrances," but only in accordance with the terms and provisions hereof and only to the extent of payments in fact received by the owner and holder of the Note hereby secured with respect thereto. Nothing herein contained shall require the owner and holder of the Note hereby secured to perform any of the terms or provisions contained in any of the said notes secured by said "prior encumbrances," except only the payment of installments of principal and interest as aforesaid. If First Party shall default in the performance of any term or provision contained in this "Wrap-Around Deed of Trust" or contained in the Note hereby secured,

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