erty, or any interest therein or right accruing thereto, as a result of or in lieu of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade affecting the Property or any part thereof.

Total Destruction - as defined in Section 17.3 hereof.

Total Taking - as defined in Section 18.3 hereof.

Trust Estate - the property at the time subject to this Deed of Trust and all other properties and moneys at the time subject to the lien of this Deed of Trust or held by the Company hereunder.

Unavoidable Delays - as defined in the Net Lease.

- (b) This Deed of Trust shall be treated and construed under the laws of the state in which the Property is situate as a deed of trust instrument and be enforceable as such if this subsection is operative by reason of the inclusion and provision in subsection (d) of the name of a trustee or names of trustees or designation of a public trustee. If this Deed of Trust is operative thereby as a deed of trust then in the place and stead of the Company named as the grantee, etc. of the Property and as the beneficiary in the Habendum clause hereof, such grantee, etc. shall be the trustee or trustees so named and the Company shall then be the beneficiary thereof. Also in such case the covenants, agreements and conditions to be kept, observed or performed by the Partnership and/or Supermart shall run to the mutual benefit of the trustee(s) and the beneficiary and be enforceable by the trustee(s) acting alone or the beneficiary acting alone, or both acting jointly.
- (c) If the name or names or designation of a trustee or trustees is not set forth in subsection (d) next following, then subsection (b) immediately preceding and subsection (d) next following shall not be operative and they shall have no force or effect and in such case this instrument shall be operative and treated as a mortgage instrument.

is or are named as trustee(s) of this Deed of Trust and his or their substitutes, for the uses and purposes and trusts herein set forth; and should the Partnership or Supermart perform all covenants, agreements and conditions of this Deed of Trust and the Partnership Note, then this Deed of Trust shall become null and void and shall be released by the holder of the Partnership Note. The Company and its successors and assigns shall, if permitted by applicable law, have the irrevocable right at their option and dis-