

in Section 31. Upon the satisfaction of the conditions specified in Section 42 of this Deed of Trust for the defeasance thereof and the payment to the trustee of any amount sufficient to pay the principal of and premium, if any, and interest on the Partnership Note and all other sums payable under this Deed of Trust with respect to which such Partnership Note was issued, the trustee will execute a release in form satisfactory to the Partnership of this Deed of Trust.

35. Remedies Cumulative. The Company shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers and under this Deed of Trust or under the Partnership Note or other agreement or any laws now or hereafter in force, notwithstanding that some or all of such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained shall prejudice or in any manner effect the right of the Company to realize upon or enforce any other security now or hereafter held by the Company, it being agreed that the Company shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Company in such order and manner as it may in its absolute discretion determine. Each right, power and remedy of the Company provided for in this Deed of Trust or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust or now or hereafter existing at law or in equity or by statute or otherwise and shall not preclude the simultaneous or later exercise by the Company of any or all of such other rights, powers or remedies.

Supplementing the foregoing and not in limitation thereof, in the event the Partnership Note secured by this Deed of Trust is secured also by other deeds of trust and/or mortgages, the holder of the Partnership Note shall be entitled, notwithstanding anything herein or otherwise to the contrary, during the existence of an Event of Default under the Partnership Note or any of such deeds of trust or mortgages to exercise the rights and privileges of the holder of the Partnership Note to enforce the rights under this and such other deeds of trust or mortgages by a trustee's sale of the properties covered by such deeds of trust or conducting foreclosure proceedings or exercising applicable powers of sale as to the premises covered by such other deeds of trust or mortgages, as the case may be, as to all of the properties covered by such deeds of trust and/or mortgages by exercising sale rights concurrently, severally or singly in the jurisdictions in