

41. Additional Security. Without notice to or consent of the Partnership or of Supermart and without impairment of the lien and rights created by this Deed of Trust, the Company may accept (but the Partnership shall not be obligated to furnish) from the Partnership or from any other Person or Persons, additional security for the Partnership Note at the time outstanding and any other obligations secured hereby. Neither the giving of this Deed of Trust nor the acceptance of any such additional security shall prevent the Company from resorting, first to such additional security or, second to the security created by this Deed of Trust, without affecting the lien and rights of the Company under this Deed of Trust.

42. Defeasance; Partial Release, etc. 42.1. Defeasance. If the Partnership shall pay or cause to be paid (a) the full principal of and premium, if any, and interest on the Partnership Note in accordance with and subject to the terms and conditions thereof, and (b) all other sums payable hereunder, then this Deed of Trust shall be null and void and of no further force and effect and shall be released and reconveyed by the Company and at the expense of the Partnership, and all moneys at the time held by the Company as part of the Trust Estate shall be paid over to the Partnership, or as the Partnership may direct.

42.2. Partial Release, etc. The Company, at any time and from time to time, without liability therefor, and without prior notice to Partnership or Supermart, may reconvey any part of the Trust Estate, consent to the making of any map or plat thereof with the approval of Color Tile or Supermart which approval shall not be required if there is then a default under the Net Lease, join in granting any easement thereon or join in any extension agreement or agreement subordinating the lien of this Deed of Trust or enter into any other agreement in connection with the Trust Estate.

43. Rights of Beneficiaries. 43.1. Suits by Beneficiaries. If any one or more Events of Default shall have occurred and be continuing, any Beneficiary or Beneficiaries holding in the aggregate at least a 50% interest in the Partnership Note may proceed to protect and enforce their rights by an action at law, suit in equity or other appropriate proceeding, whether for specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or to effect or obtain any remedy permitted or provided herein in case of an Event of Default or in and for the exercise of any power granted hereby or by law.

43.2. Cost of Collection. If the Partnership shall fail to pay or cause to be paid any principal of or premium, if any, or interest on the Partnership Note, the Partnership will pay (to the extent permitted under applicable law) to the Beneficiary hereof such further amount as shall be sufficient