

attorney, which appointment is coupled with an interest and is irrevocable, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery of any or all of the Properties or any part thereof or any interest therein for the enforcement of this Mortgage and the Individual Mortgages whether pursuant to foreclosure or power of sale or otherwise, or in the event of the exercise by Lessee of any option, right or obligation to purchase any of the Properties provided for in the Leases, to execute and deliver all such deeds, bills of sale, assignments and other instruments as the Mortgagee may consider necessary or appropriate with full power of substitution, the Company hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. If so requested by the Mortgagee, Lessee or any other purchaser, the Company shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to the Mortgagee, Lessee or other purchaser, all proper deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request.

#### ARTICLE XI

11. Purchase of Properties by Mortgagee. The Mortgagee may be a purchaser of any or all of the Properties or any part thereof or any interest therein at any sale thereof, whether pursuant to foreclosure or power of sale or otherwise, and may apply the indebtedness secured hereby to the purchase price.

#### ARTICLE XII

12. Title Upon Sale; Receipt a Sufficient Discharge to Purchaser. Upon the sale of any or all of the Properties or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise, the purchaser shall acquire good title thereto, free of the security interest of this Mortgage and the applicable Individual Mortgage and free of all rights of redemption in the Company. The receipt of the officer making the sale under judicial proceedings or of the Mortgagee shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.