

dispute between Mortgagor and Mortgagee as to whether or not the criteria of subparagraphs (i) or (ii) have been met, and Mortgagor's remedies shall be limited to injunctive relief or a declaratory judgment. Mortgagor shall deliver a written statement to Mortgagee giving a reasonably detailed description of any proposed sale, conveyance or transfer, and the parties thereto, including the affiliation, if any, of Trammell Crow and/or Mack Pogue with the proposed transferee. This provision shall apply to every such sale, conveyance or transfer regardless of whether by operation of law or otherwise, or whether or not Mortgagee has previously approved, or waived its rights hereunder with reference to, any such previous sale, conveyance, or transfer.

28. In case this lien shall be foreclosed, the purchaser at such foreclosure sale, shall receive as an incident to his ownership of the Property purchased the right to immediate possession thereof. But if any portion of the Property be then leased or rented, at its option purchaser may confirm such lease or rent contract; upon such confirmation, purchaser shall succeed to all rights of the former owner of the Property in all rentals due or to become due for the unexpired term thereof, and shall be entitled to recover from such former owner his just portion of all rentals paid in advance.

29. (a) Upon the occurrence of an Event of Default and to the extent permitted by the law of the state where the Property is located, Mortgagee has the right to appoint a receiver to manage the Property and collect the Rents following a default, and such receiver, at the option of Mortgagee, may remain in possession of the Property for the remaining term of the obligation or until it is discharged in full.

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