

instruments, financing statements, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee the agent and Attorney-in-Fact of Mortgagor to do so.

37. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intending to be used solely in connection with or with the operation of the Mortgaged Premises or any part thereof.

38. Limited Liability: The liability of the Mortgagor for the repayment of the principal of the mortgage loan or for costs, fees, penalties, taxes, interest, commissions, charges, insurance and other payments of any kind, nature, description provided for herein, shall be non-recourse and shall be limited to the Mortgaged Premises, the improvements thereon, rents, issues and profits therefrom, and the lien of any judgment shall be restricted thereto.

39. Right of First Refusal: If at any time during the term of the Loan continuing until such time that the Loan is paid in full, Mortgagor shall receive a bonafide offer from any person or corporation to purchase the Mortgaged Premises, which offer the Mortgagor has accepted subject to the provisions of this Paragraph, the Mortgagor shall send to the Mortgagee a copy of the proposed contract, and notify the Mortgagee of the intention of the Mortgagor to accept the same. The Mortgagee shall have the right within thirty (30) days to accept the terms of said contract in writing, and within sixty (60) days thereafter to purchase the Mortgaged Premises in its own name or the name of its nominee, for the gross purchase price and upon the terms specified in the contract. If the Mortgagee shall not so elect within said period, the Mortgagor may then sell the Mortgaged Premises to said purchaser, provided (i) that the sale is on the same terms and conditions and for the same price as set forth in

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