

appoints the Lender the agent and attorney-in-fact of the Borrower so to do. The security title of this Mortgage and the security interest created hereby will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part thereof.

1.10 Expenses. The Borrower will pay or reimburse the Lender, upon demand therefor, all attorney's fees, costs and expenses incurred by the Lender in any suit, action, legal proceeding or dispute of any kind in which the Lender is made a party or appears as party plaintiff or defendant, affecting the Indebtedness, this Mortgage or the interest created herein, or the Premises, including, but not limited to, the exercise of the right of foreclosure contained in this Mortgage, any condemnation action involving the Premises or any action to protect the security hereof, and any such amounts paid by the Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

1.11 Estoppel Affidavits. The Borrower, upon ten (10) days' prior written notice, shall furnish the Lender a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Indebtedness, stating whether or not any offsets or defenses exist against the Indebtedness, or any portion thereof, and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense.

1.12 Subrogation. To the full extent of the Indebtedness, the Lender is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the Premises which is paid or satisfied, in whole or in part, out

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