

Underlying Mortgages or grant to any holder or owner thereof any right against either Mortgagor or Mortgagee and nothing contained herein or in the Note shall impose any personal liability on the Mortgagor to make payments on the Underlying Notes or create any obligations with respect thereto in favor of any party other than Mortgagee.

9. Mortgagor shall never permit to be created or exist with respect to the Property, or any part thereof, any other additional lien or security interest, on a parity with, or, except for the Underlying Mortgages, superior to the liens and security interest created by this Mortgage.

10. All references to "Mortgagor" herein shall mean the then owner of the Property. All references to "Mortgagee" herein shall mean the holder of the Note.

11. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon the earlier to occur of (i) actual receipt by the addressee, or seventy-two (72) hours following deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Mortgagor or Mortgagee as follows:

MORTGAGOR:

INDEPRO PROPERTY FUND I, L. P.
3520 Silverside Road, Suite 27
Wilmington, Delaware 19810
Attention: Mr. Robert C. Weber, President
With Copy To: Mr. Richard A. McGill
Secretary, Indepro Property Fund I Corp.
3520 Silverside Road
Suite 27
Wilmington, Delaware 19810

MORTGAGEE:

BTP CAPITAL CORP.
9601 Katy Freeway, Suite 200
Three Bali Park
Houston, Texas 77024
Attention: Mr. Bill A. Bellinghausen

Either Mortgagor or Mortgagee may change its address for notice purposes by sending a written notice of change of address to the other party.

12. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of the Note, or otherwise, shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money loaned pursuant to the Note, or otherwise, for the payment or performance of any covenant or obligation contained in the Note or in this Mortgage, or in any other document or instrument evidencing, securing or pertaining to the indebtedness evidenced by the Note, exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provision hereof or of the Note, or other document or instrument, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances Mortgagee shall ever receive as interest, or otherwise, an amount which would exceed interest at the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note or on account of any other principal indebtedness of

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