

gagor of any and all of the covenants, terms and provisions of this Mortgage to be performed by Mortgagor.

22. That nothing herein contained or any transaction related hereto shall be construed or shall so operate, either presently or prospectively (i) to require Mortgagor to pay interest at a rate greater than is lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (ii) to require Mortgagor to make any payment or do any act contrary to law. Should any such interest in excess of the lawful rate be paid at this time or at any time in the future, then, in such event, said interest shall automatically be applied to a reduction of principal under the terms and provisions of this Mortgage, or refunded to Mortgagor if the same shall exceed the then balance of principal due Mortgagee.

23. Notwithstanding anything to the contrary contained herein, the obligation of the Mortgagor for the payment of the indebtedness and for the performance of the terms, covenants and conditions contained herein and in the Note secured hereby is limited solely to recourse against the Property secured by this Mortgage, and in no event shall the Mortgagor or any principal of the Mortgagor, disclosed or undisclosed, be personally liable for any breach of or default under the Note or this Mortgage or for any deficiency resulting from or through any proceedings to foreclose this Mortgage, nor shall any deficiency judgment, money judgment or other personal judgment be sought or entered against the Mortgagor or any principal of the Mortgagor, disclosed or undisclosed, but the foregoing shall not adversely affect the lien of this Mortgage or the Mortgagee's right of foreclosure.

#### PART B

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, AGREE AS FOLLOWS THAT

1. In the event any one or more of the provisions contained in this Mortgage or the Note, or in any other security instrument executed in connection herewith, shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

2. All notices and demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent postage prepaid by registered or certified mail, with return receipt requested, to any party hereto at its address set forth below or at such other address of which written notification has been given to the other parties.

#### TO MORTGAGEE:

Consolidated Capital Properties  
1900 Powell Street, Suite 1000  
Emeryville, California 94608

Attn: Robert J. De Monte

#### TO MORTGAGOR:

La Vista Associated, Ltd.  
4380 Lakeside Drive  
Jacksonville, Florida 32210

3. That this Mortgage inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, to the extent permitted herein. The term "Mortgagee" shall mean the owner and holder, including pledgees of the Note, whether or not named as Mortgagee herein. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural and vice versa.