

construction cease, be interrupted, or abandoned for a period of five (5) consecutive business days, then in such event the Lender may, at its option, declare the entire principal sum of the Note or so much thereof as shall have been advanced to Borrower, with interest thereon as accrued and unpaid, immediately due and payable, and exercise all rights and remedies provided hereunder and provided at law or in equity.

3.16 Exculpation Subsequent to the Conversion Date.

Notwithstanding anything to the contrary in this Mortgage, or in the Note or in any other instrument evidencing or securing the obligations of Borrower under the Note, Lender expressly agrees after the Conversion Date that the personal liability of the Borrower under the Note and with respect to the indebtedness evidenced by the Note and under this Mortgage and under any other instruments given to evidence or specifically secure the obligations of Borrower under the Note, shall be strictly and absolutely limited to the assets of the Borrower, including but not limited to the Premises and other collateral securing the Indebtedness. In the event Borrower hereafter defaults in the obligations of Borrower under the Note or with respect to the indebtedness evidenced by the Note or under this Mortgage and suit is brought on the Note, or with respect to any indebtedness evidenced by the Note or secured by this Mortgage as a part of any such judicial proceedings to foreclose this Mortgage or any other security instrument, or to confirm any foreclosure of this Mortgage, or a suit on the Note, any judgment contained in such judicial proceedings will constitute a lien on, and will be and can be enforced only against the assets of the Borrower, including but not limited to the Premises encumbered by this Mortgage or any such other security instrument and the rents, profits and issues thereof,

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