

event of any default in the payment of the principal or interest due under the Note or of any Event of Default in the covenants or agreements contained in this Mortgage or in any other instrument securing the Note, Mortgagee shall look solely to the Premises, the rents, issues, proceeds, benefits and profits thereof, and the other collateral securing the Note or to the proceeds of their sale for payment of the Note and the full satisfaction of any liability or obligation otherwise arising under this Mortgage and the Note and any other instruments securing the Note, and if the rents, issues, proceeds, benefits and profits arising from the Premises and the other collateral securing the Note or from the sale thereof shall be insufficient to pay in full the indebtedness evidenced by the Note and secured by this Mortgage and such other instruments, and satisfy any such liabilities or obligations otherwise arising under them, Mortgagor, its partners and their respective successors, heirs, successors-in-title and assigns, shall not be held personally liable or responsible for the payment of any such deficiency. The provisions of this paragraph concern the liability of the Mortgagor and its partners and their respective successors, heirs, successors-in-title and assigns and shall not be interpreted or construed to release or impair this Mortgage, the Note, or the lien and security interest of the Mortgage and the other documents securing the Note or in any way affect the rights, liens and security interests of Mortgagee in and to the Premises under this Mortgage and the other documents securing the Note, or prevent or in any way hinder Mortgagee in exercising its remedies against the Premises as provided in this Mortgage or as prescribed by law in case of default.

(b) Mortgagee shall not prosecute any claims for specific performance of any obligation of Mortgagor except as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a default under this Mortgage, (ii) to preserve or protect its interests in the Premises and in the incomes, rents, issues, profits and revenues arising therefrom or (iii) to restrain the enforcement of or compliance with a legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee.

25. Upon 15 days' prior written notice to Mortgagee, Mortgagor may prepay in full or in part the principal sum evidenced by the Note, together with all interest accrued on the principal sum being prepaid, as provided in the Note.

26. As additional security for the Secured Indebtedness, Mortgagor hereby assigns, transfers and conveys to Mortgagee any excess proceeds derived from any foreclosure or other sale occurring pursuant to either of the Prior Mortgages and all surplus funds that may come into the hands of either of the holders of the Prior Mortgages upon foreclosure or other sale of the same, and Mortgagor hereby directs that such funds or excess proceeds be paid over to Mortgagee for application against the Secured Indebtedness.

27. Mortgagor agrees to promptly send to Mortgagee copies of any notices, including but not limited to notices of default, received by Mortgagor from either of the holders of the Prior Mortgages.

28. It is understood that this Mortgage is subject and subordinate to the Prior Mortgages, and the rights of Mortgagee are subject to the rights of the holders of the Prior Mortgages.

29. With respect to the Chattels, including without limitation all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by the Mortgagor and now or hereafter