

which such lease and this Mortgage are recorded, pursuant to subordination and nondisturbance provisions set forth in such lease, such lease becomes subordinated to the lien of this Mortgage upon the recordation of this Mortgage; provided, however, that such lessee's right to quiet possession of its leased premises shall not be disturbed by Mortgagee or by anyone claiming by, through or under Mortgagee, so long as such lessee shall pay the rent and observe and perform all the provisions of its lease to be observed and performed by such lessee, and such lessee's lease is not terminated pursuant to specific provisions relating to termination contained therein.

4.13 No Personal Liability. Anything herein or in any other instrument referenced herein to the contrary notwithstanding, Mortgagee agrees to look solely to the Property and monies payable under the Assignment of Rents for the payment of all sums due under the Loan Instruments, and neither the Mortgagor nor any general or limited partner of Mortgagor shall be liable for any deficiency or other personal money judgment with respect to the payment of such sums.

4.14 Limitation of Fee Owner's Conveyance.

(a) Fee Owner and Mortgagor have executed this Mortgage conveying their separate estates in the Property (including, without limitation, all of Fee Owner's right, title and interest in and to the Land and any buildings or other improvements now or hereafter constructed on the Land) for the purpose of granting to Mortgagee such a lien as would cause to be sold at a sale foreclosing this Mortgage, the fee simple title to the Property free and clear of the leasehold interest now owned by Mortgagor under the Lease. Mortgagor and Fee Owner do jointly and severally waive any right, legal or equitable, which they might now have, or which might subsequently accrue to them, or to anyone holding or claiming under or through them, to have separate estates sold separately upon foreclosure. It is the intent of the parties hereto that the Lease be automatically terminated by the aforementioned foreclosure sale.

(b) Fee Owner hereby acknowledges receipt of good and valuable consideration for executing this Mortgage, and without limiting the effectiveness of any other provision hereof, hereby waives all defenses of every nature whatsoever which it now or hereafter may have to said Mortgage. Mortgagor hereby represents, covenants, agrees and warrants that the Lease is subordinate to this Mortgage.