

Mortgagor agrees that nothing contained herein shall be construed to vest in any contractor, subcontractor, materialman or supplier, or the successors or assigns thereto, who shall furnish improvements to the Mortgaged Property any interest in or claim upon the loan proceeds secured by this Mortgage, and any such lien claimed by any such contractor, subcontractor, materialman and/or supplier, whether by law or in equity, shall be subordinated to the lien of this Mortgage.

TENTH: FUTURE ADVANCES: This Mortgage shall secure not only advances made this date by Mortgagee to Mortgagor, but shall likewise secure all future advances made by Mortgagee to Mortgagor within three (3) years from the date hereof, whether obligatory or otherwise, to the same extent as though such future advances were made on the date of recordation of this Mortgage; but such secured indebtedness shall not at any time exceed the original dollar amount of the Note secured hereby plus \$1,150,000.00 plus interest thereon, attorney's fees and court costs.

AND IT IS AGREED by and between the said parties that the Mortgagor shall be entitled to hold and enjoy the said premises until default shall be made as herein provided.

After the Corversion Date, for the collection of the debt evidenced by the Note secured hereby, Holder shall seek recovery solely against the real estate, fixtures and personal property pledged by this Mortgage and by the UCC Financing Statement, and by the Leases and income assigned by the Assignment of Lessor's Interest in Lease, but after such Conversion Date, Holder shall not seek to collect the debt against other assets of Maker, nor against either of the general partners or any limited partner personally.

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