

Mortgagor to pay the Secured Indebtedness is for the sole purpose of establishing the existence of an indebtedness, and the Mortgagee's source of satisfaction of the Secured Indebtedness is limited solely and exclusively to the Premises and any other collateral pledged by the Mortgagor to the Mortgagee, and the Mortgagee shall not seek to procure payment out of any other assets of the Mortgagor, or of any general partner or partner of any general partner of the Mortgagor, or to procure any judgment for any sum of money which is or may be payable under the Note and under this Mortgage or under any other of the Loan Documents or for any deficiency remaining after foreclosure of this Mortgage or sale under any such agreement; provided, however, that nothing herein contained shall be deemed to be a release or impairment of the Secured Indebtedness or the security therefor intended by this Mortgage or any other agreement or be deemed to preclude the Mortgagee from foreclosing this Mortgage or other agreement or from enforcing any of the Mortgagee's rights thereunder. It is the intent of the parties hereto, and the Mortgagee, by accepting this Mortgage, acknowledges that the obligations of the Mortgagor under the Note, under this Mortgage and under any and all of the other Loan Documents shall be and are totally nonrecourse as to the Mortgagor, its general partners and any partners of its general partners, and none of such parties

0099

1328 (V.2)