

trustee, officer, shareholder, employee or agent of the Trust shall be held to any personal liability, jointly or severally, for any obligation of, or claim against, the Trust. All persons dealing with the Trust, in any way, shall look only to the assets of the Trust for the payment of any sums or the performance of any obligation.

42. In the event (and only in such event) that this mortgage and security agreement and the note which it secures is purchased by and endorsed and/or assigned to the Mutual Life Insurance Company of New York, thereafter the holder of this mortgage and security agreement and the note which it secures shall not at any time bring any action, suit or proceeding against the maker hereof, its successors or assigns, to recover a money judgment with respect to the indebtedness evidenced hereby, except in an action to foreclose the mortgage and security agreement, and in such foreclosure action the holder of the note and this mortgage and security agreement, for itself, its successors and assigns, by acceptance of the note and this mortgage and security agreement securing same waives its right to a deficiency judgment, and agrees to look only to the property encumbered by the mortgage and security agreement for the satisfaction of the foreclosure suit money judgment.

43. By deed of Koger Properties, Inc. to Mortgagor recorded March 17, 1978, in the RMC Office for Greenville County, South Carolina, in Deed Book 1075, Page 471, and by Right of First Refusal from Mortgagor to Koger Properties dated March 17, 1978, recorded in the RMC Office for said County and State in Deed Book 1075, page 468, certain restrictions were imposed upon the mortgaged property. In order to subordinate said restrictions to the lien of this mortgage in accordance with the terms of said instruments Mortgagor and Mortgagee agree to the following provisions for the benefit of Koger Properties, Inc:

(a) Thirty (30) days' notice in writing by registered mail, return receipt requested, to Koger Properties, Inc., at its principal place of business, 3986 Boulevard Center Drive, Jacksonville, Florida 32207, (or at such other address as Koger Properties, Inc. shall have notified Mortgagee in writing) of a default by Mortgagor as a condition of the right to accelerate the Note, without such default having been cured.

(b) If Mortgagee elects to accelerate, it shall notify Koger Properties, Inc. in writing in the manner next hereinabove provided, whereupon the said Koger Properties, Inc. shall have twenty (20) days after receipt thereof within to purchase the mortgage note and mortgage at par plus accrued interest without recourse as to Mortgagee. If Koger Properties, Inc. fails to elect to purchase within said time, then Mortgagee shall be free to foreclose its mortgage. The Mortgagee or a purchaser acquiring title at foreclosure sale or by deed in lieu thereof shall hold free of the restrictions set forth in the deed from Koger Properties, Inc. to Mortgagee recorded March 17, 1978, in the RMC Office for Greenville County, South Carolina, in Deed Book 1075, Page 471, and in the Right of First Refusal from Mortgagor to Koger Properties dated March 17, 1978, recorded in the RMC Office for said County and State in Deed Book 1075, page 468.

44. That if any provision or clause of this Mortgage or application thereof to any person or circumstance is held invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other provision, clause or application of this Mortgage, and every provision and clause of this Mortgage shall be severable.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee the secured indebtedness with interest thereon, if any be due according to the true intent and meaning of the said note and this mortgage, the estate hereby granted shall cease, determine and be utterly

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