

(a) No more than one Construction Encumbrance shall ever be given on any portion of the Phase II Premises or Phase III Premises (though a different Construction Encumbrance may be given on a different portion of the Phase II Premises or Phase III Premises). Concurrently with or prior to the subordination of Mortgagor's interest in the Phase II Premises or Phase III Premises to a Construction Encumbrance, the lien (if any) of the Existing Encumbrance shall be released from such Phase II Premises or Phase III Premises and the Mortgagee hereof shall subordinate the lien of this Mortgage and any other security instrument securing the Purchase Price Note to the lien of such Construction Encumbrance. No personal liability, directly or indirectly, shall be imposed upon or result to the Mortgagor hereof by reason of or in connection with any "Construction Loan," the "Construction Note" or Construction Encumbrance (as such quoted phrases are herein defined). Without limitation on the generality of the foregoing, each Construction Encumbrance and (where Mortgagor's counsel reasonably considers the same to be appropriate) each Construction Note shall contain a waiver of personal liability of the Mortgagor hereof which is sufficient in form and substance (in the reasonable judgment of Mortgagor's counsel) to effectively insulate the Mortgagor hereof from any personal liability under such Construction Note or Construction Encumbrance. No Construction Encumbrance shall be given with respect to any portion of Said Premises at any time after such portion of Said Premises shall have become subject to an Institutional Mortgage.

(b) All monetary obligations secured by the Construction Encumbrance or Construction Encumbrances (viz., the collective monetary obligations secured by the single Construction Encumbrance if there is only one outstanding and by the aggregate of such mortgages if there is more than one Construction Encumbrance outstanding) shall be evidenced by a promissory note or notes (individually herein called "Construction Note" and collectively herein called "Construction Notes"). Principal under each Construction Note shall be all due and payable prior to July 1, 1978.

9604

4328 RV-2