

be deemed to limit the liability of A. Dickson Cannon under the Agreement and Guaranty to Mortgagee of even date herewith to Connecticut General Life Insurance Company and that certain Guaranty Agreement of even date to the Mortgagee.

15. In the event the Note, this Mortgage and the other loan documents evidencing and securing the subject loan are assigned to and purchased by CONNECTICUT GENERAL LIFE INSURANCE COMPANY, but only in such event, it is agreed further by Mortgagee that the promises of Haywood Crossing One as set forth in this Mortgage and the other documents evidencing and securing the subject loan, including the payment of principal and interest by Haywood Crossing One, shall be for the sole purpose of establishing the existence of an indebtedness, the Mortgagee's source of satisfaction of said indebtedness (as between Mortgagor and Mortgagee) being limited to the property described in this Mortgage and the rents, issues, and profits therefrom, and the Mortgagee will not seek to enforce out of any other assets of the undersigned, Haywood Crossing One, or of any partner, general or limited, any judgments for any sum of money which is or may be payable under the Note or under this Mortgage or for any deficiency remaining after foreclosure of this Mortgage; provided, however, that nothing herein contained shall be deemed to be a release or impairment of said indebtedness or the security therefor intended by this Mortgage, or shall preclude the Mortgagee from foreclosing this Mortgage, or from enforcing any of its rights under this Mortgage, any guaranty given in connection therewith, (including without limitation the Guaranty given by A. Dickson Cannon of even date herewith) or the assignment of said rents, issues, and profits contained herein.

16. This Mortgage is made under and shall be construed in accordance with the laws of the State of South Carolina. In the event any provisions hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not

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