

ARTICLE VI
General Conditions

6.1 The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns.

6.2 All notices required to be given hereunder shall be in writing and shall be deemed given forty-eight (48) hours after deposit in registered, certified or first-class United States mail, postage prepaid, and addressed to the parties at the addresses indicated on the first page hereof or such other addresses as may from time to time be designated by written notice given as herein required.

6.3 Invalidation of any one or more of the provisions of this Mortgage shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

6.4 The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 The title insurance information, if any, stated at the top of the first page hereof is for reference and information purposes only and is not to be considered to be a part of this Mortgage.

6.6 It is expressly understood and agreed between the Borrower and Lender herein that in any action to enforce the obligation of the Borrowers to pay the indebtedness evidenced by the Note secured hereby or to enforce the obligations of the Borrower under this Mortgage to pay any indebtedness or obligation created or arising under this Mortgage, the judgment or decrees shall be enforceable against such Borrower and/or its partners only to the extent of their interest in the property covered hereby, or subject to any other security instrument securing said Note, and any such judgment shall not be subject to execution on, nor be a lien on, assets or real property of Borrower or its partners other than their interests in the property covered hereby, or subject to any other security instrument securing said Note. Nothing herein contained shall be deemed to be a release or impairment of said indebtedness or the security therefor intended by this Mortgage, or be deemed to preclude the Lender from foreclosing this Mortgage, or from enforcing any of the Lender's rights hereunder, or in any way or manner affecting any guaranty given in connection herewith, or affect Lender's rights and privileges under the Assignment of Lessor's interest in Lease. The term Borrower as used in this paragraph is intended to include Borrower; any Partner of Borrower; any officer, director, stockholder or partner of a partner of Borrower; and any disclosed or undisclosed principal of Borrower; and the heirs, successors and assigns thereof.

Notwithstanding the foregoing, it is expressly understood and agreed that the aforesaid limitation on liability shall in no way affect or apply to (a) the Borrower's continued personal liability for the payment to the Lender of any rentals collected by Borrower or its partners after default, security deposits, condemnation proceeds or insurance proceeds which Borrower or its partners receive and to which the Lender is entitled pursuant to the terms of this Mortgage or any other instrument securing the repayment of the Note secured hereby, or (b) the liability created by that separate Guaranty Agreement executed by James T. Cobb and William R. Cooper and delivered to Lender on the date hereof.

6.7 The Lender hereby consents to the conveyance of the property described in Exhibit A attached to a joint venture having as its joint venturers the Borrower and an entity formed by Merrill Lynch, Hubbard, Inc. ("MLH") and to the substitution of such joint venture for Borrower under the Loan secured hereby, provided the terms of the Commitment issued by Lender to Borrower dated August 21, 1980, are fully complied with. It is understood that such conveyance shall not release the separate Guaranty Agreement of James T. Cobb and William R. Cooper of even date herewith.

6.8 Except as provided in Section 6.7 hereof, any sale or transfer of ownership is real and personal property described herein or change in the entity of the Borrower or secondary financing secured by the real and personal

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