

file and refile any such financing statements, continuation statements, or other security agreements as Mortgagee may reasonably require from time to time, to confirm the lien of this mortgage with respect to such property.

ARTICLE 35. Nothing herein contained shall be deemed to nor shall it create a partnership, a joint venture or any relationship between Mortgagor and Mortgagee other than that of mortgagor and mortgagee.

ARTICLE 36. It is agreed that Mortgagor shall hold and enjoy the Premises until there is an event of default under this mortgage. It is the true meaning of this instrument that if Mortgagor shall fully perform all the terms, conditions and covenants of this mortgage, and of the Note, and shall well and truly pay to Mortgagee all monies owed to Mortgagee hereunder and thereunder, then this mortgage shall be utterly null and void, and shall be released by Mortgagee of record, otherwise to remain in full force and virtue.

ARTICLE 37. Neither Mortgagor, its successors or assigns, nor any other person, party or entity shall be personally liable for the payment or performance of the covenants and agreements contained in the Note, in this mortgage, in the assignment of leases or in any other instrument existing as security for the Note. Therefore, without impairing the rights, powers, privileges, liens and security interests hereunder, under the assignment of leases or under any other agreement existing as security for the payment of the Note, Mortgagee, by its acceptance hereof, hereby agrees that payment of the Note and the performance of every obligation contained therein, in this mortgage, in the assignment of leases or in any other agreement existing as security for the payment of the Note shall be enforced solely from the property which secures such payment pursuant to this mortgage, the assignment of leases and such other agreements (hereinafter called "Security Property"), and no personal liability and no deficiency, after applying the net proceeds of foreclosure or other judicial sale of the Security Property, shall ever be asserted against Mortgagor, its successors or assigns, for (a) the payment of the indebtedness secured hereby, (b) the payment of any interest payable under the Note, (c) the payment of any attorneys' fees or other costs of collection of any sums due under the Note, under this mortgage or under the assignment of leases, (d) the payment of any other sums owed for any reason hereunder, under the Note, under the assignment of leases or under any other instrument securing payment of the Note, or (e) the observance or performance of any of the covenants, conditions or agreements contained in the Note, in this mortgage, in the assignment of leases or in any other instrument evidencing or securing the indebtedness evidenced by the Note. The provisions set forth in this Article 37 are not intended as any release or discharge of the indebtedness secured hereby, but are intended only as a covenant not to sue for a personal judgment or for a deficiency, it being expressly understood that nothing contained in the Note, in this mortgage, in the assignment of leases or in any other agreement executed and delivered in connection herewith shall obligate Mortgagor, or its successors or assigns, further than to bind its right, title and interest in the Security Property, and, in the event of a default under the Note, under this mortgage, under the assignment of leases or under any other agreement executed and delivered in connection with the Note, the sole remedy of Mortgagee, its successors and assigns, shall be the exercise against the Security Property of remedies set forth herein, including judicial foreclosure of the Security Property, in the