

be caused by Mortgagor's default hereunder, Mortgagor may pay such installment directly to the holder thereof, and the amount thereof shall be credited to the next-following installment(s) due under the Note.

6. Anything herein to the contrary notwithstanding, all condemnation awards, settlements in lieu thereof and casualty insurance proceeds or awards received and retained by the holder of the Included Note and pertaining to the Property shall be credited to the principal installment(s) next preceding the last installment otherwise payable under the Note.

7. If maturity of obligations under any Included Note becomes accelerated for any reason (other than default by Mortgagee in payment of required installments, which default shall not have been caused by a default by Mortgagor hereunder), Mortgagor shall immediately pay to Mortgagee and Mortgagee shall then immediately forward to the holder of the appropriate Included Note, all sums whose payment is so accelerated, together with prepayment charge, if any, to which said holder is entitled. Of such sums, the portion thereof credited to principal under said Included Note shall be credited to the principal of the Note, but shall affect only the installment(s) next preceding the last installment otherwise payable under the Note.

8. Notwithstanding the provisions of Part A, Paragraph 18, above, any foreclosure sale shall be only in the aggregate of the following as they may from time to time be:

8.1 The principal balance due on the Note;

8.2 Interest accrued and unpaid, interest at the Default Rate and all other amounts then due or to become due under the Note;

8.3 Amounts paid by Mortgagee to the holder(s) of any Included Note for taxes, insurance premiums, late charges, legal fees, prepayment charges and foreclosure costs, if any, to the extent the same were not previously paid by Mortgagor to Mortgagee;

8.4 Foreclosure costs incurred hereunder; and

8.5 Other amounts payable by Mortgagor to Mortgagee under this Mortgage, the Note, or any other instrument securing the Note.

9. In the event there are additional obligations under the Note remaining at the time the outstanding principal balance, plus all accrued but unpaid interest on the Note, is paid, including, without limitation, Additional Interest as defined in the Note, this Mortgage and the Wraparound Promissory Note, and all provisions relating to the all-inclusive nature hereof or thereof shall be deemed to be of no further force and effect, including, without limitation, Mortgagee's obligation to make payments on any Included Note.

#### PART D

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, FURTHER AGREE AS FOLLOWS THAT:

Notwithstanding anything herein to the contrary, this Mortgage secures a non-recourse note and neither Mortgagor nor any other party or person is or shall become personally liable, jointly, severally or otherwise, for the payment of any money by reason of anything contained in this Mortgage, the Purchase Money