

33. Notwithstanding the foregoing, the lien hereof shall not attach to any property that would not be considered real property under Treasury Regulation 1.856-3(d) until such time as the mortgagee shall have notified mortgagor that mortgagee has elected that the lien hereof shall attach to such property.

34. In any action or proceeding on this mortgage, no deficiency or other money judgment shall be sought or obtained against the undersigned; provided, however, that the within provision shall in no way prevent, diminish or in any way affect the monetary or other liability of the undersigned established or existing under or by virtue of the terms and provisions of any "Guaranty of Notes and Mortgage", "Completion and Lien Bond" or other documents securing, or hereafter given to secure, the within mortgage, the indebtedness evidenced thereby or in any way pertaining to said mortgage, executed, or to be executed, by the undersigned, and shall not prevent the institution of any action or proceeding thereon or on account thereof and any and all judgments or decrees rendered or obtained as a result of such actions or proceedings shall be fully enforceable against the undersigned.

35. The said mortgagor does hereby bind itself and its successors and assigns to procure or execute any further necessary assurances of title to the said premises, and also to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof (subject only to those exceptions which may have heretofore been accepted by the mortgagee in writing).

IN WITNESS WHEREOF, the mortgagor has caused its corporate seal to be hereunto affixed and these presents