

the mortgagor under the terms of said Mortgages and that the Mortgagor of this Purchase Money Mortgage shall have no liability or obligation of any kind with respect to said Notes secured by said superior Mortgages. In the event the Mortgagee named herein (i.e. the mortgagor in said prior mortgage, or his successors or assigns) shall fail to make any of the payments or perform any of the covenants required of him under the terms of said prior mortgage or any instrument secured thereby, then the Mortgagor of this Purchase Money Mortgage shall have the right to make such payments or otherwise cure such defaults, and shall thereafter be entitled to set off and credit any amounts so spent by Mortgagor against any future payments of principal or interest due to the Mortgagee of this Purchase Money Mortgage under the terms of the Purchase Money Notes secured hereby, Mortgagor agrees that Mortgagee has the right to refinance the existing first mortgage provided that under the terms of the refinancing lender shall not exceed the amount of the scheduled payments due from the Mortgagor to the Mortgagee, and provided further, that under the terms of the refinancing, the total amount refinanced shall not exceed the balance outstanding at such time of refinancing owed by the Mortgagor to the Mortgagee on these wrap notes and mortgage; and further provided that the maturity date of any such refinanced note cannot be later than the maturity date of the wrap notes and mortgage. Mortgagor agrees to cooperate in the refinancing by furnishing information and executing all documents necessary, including the execution of a mortgage of first priority over the fee simple interest in the property.

Notwithstanding any other provision contained in this Mortgage or any other instrument executed in connection herewith to the contrary, Mortgagor shall have no obligation or liability for the payment of said Purchase Money Note beyond Mortgagor's interest in the premises described herein, including rents, issues and profits thereof and the proceeds from a sale of said premises. By acceptance of the Purchase Money Note and this Purchase Money Mortgage, Mortgagee agrees that in the event of a default hereunder, Mortgagee will rely solely on the premises and look solely to the premises for the payment of the Note and will not seek other recourse against Mortgagor for any deficiency remaining after a foreclosure and sale of the premises or after exercise of any other remedies allowed to Mortgagee hereunder. The foregoing provisions concerning the liability of Mortgagor do not in any manner and shall not be interpreted or construed to affect or impair the rights of Mortgagee to pursue any remedies against the premises which it may have under this Mortgage or the Note secured hereby, nor shall they be interpreted or construed to impair the rights, title and interest of the Mortgagee in the premises.

All covenants and obligations contained herein shall bind, and the benefits and advantages set forth herein shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereof.

WITNESS the hand and seal of the Mortgagor this 23rd day of ~~September~~ ^{January}, 1978.

WITNESS

[Signature]
[Signature]

GREEBER LIMITED PARTNERSHIP

By: [Signature]
N. Barton Tuck, Jr. (General Partner)
By: [Signature]
Carroll W. Lindsey (General Partner)