

limitation, include the Premises hereinbefore described, together with all equipment, condemnation awards, and any other rights or property interest at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

12. This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

13. Mortgagor hereby expresses the intention to be legally bound by this writing.

14. Anything appearing to the contrary herein notwithstanding the Mortgagee hereunder agrees that (i) Walter W. Goldsmith and William R. Timmons, Jr. shall not be personally liable for the performance of any covenant or other obligation under this Mortgage or for the taking of any affirmative action of any kind whatsoever under this Mortgage or for any default under this Mortgage other than their interest in the property described herein and (ii) the Mortgagee hereunder shall look solely to such interest for the satisfaction of any and all remedies that such Mortgagee may have against Goldsmith and Timmons upon any default hereunder and shall not seek or enforce any deficiency or other personal judgment against them as a result of their joinder in this Mortgage. The Mortgagee hereunder recognizes that joinder by Goldsmith and Timmons in this Mortgage is solely for the purpose of creating a lien against their interest in the property encumbered by this Mortgage and that therefore Goldsmith and Timmons have not joined in the Note which this Mortgage secures. The provisions of this paragraph shall not limit in any manner the liability of any parties to this Mortgage other than Goldsmith and Timmons. Furthermore, the provisions of this paragraph shall not