

Mortgage, it being covenanted and agreed that the enforcement of the rights of Western under the Note and under this Mortgage is limited to the security of the Mortgaged Property, including the rents, issues and profits thereof. Nothing herein contained shall be construed as prohibiting Western from exercising any and all remedies which the law and this Mortgage and the Note permit, including the right to enter or cause to be entered judgment against Mortgagor, so long as any such judgment shall specifically recite that its lien extends only to the Mortgaged Property and not to any other property of Mortgagor or either of them and any such remedy shall not include or extend to execution against or recovery of any property of Mortgagor or either of them other than the Mortgaged Property.

Miscellaneous. This Mortgage may not be modified, amended, discharged or waived except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Mortgage shall run with the land and bind Mortgagor, the heirs, distributees, executors, administrators, legal representatives, successors and assigns of Mortgagor, all present and subsequent encumbrancers, lessees and sublessees of the Mortgaged Property or any part thereof, and shall inure to the benefit of Mortgagee, its successors and assigns. As used herein, the singular shall include the plural as the context requires. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument. In the event any one or more of the provisions contained in this Mortgage or in the Note or in the Other Security