

days thereafter or, if the default consists of something other than the failure to pay money, Mortgagor and Fee Owner shall have failed to cure the default within thirty (30) days thereafter or, if the default cannot be cured within the said thirty (30) day period and delay in the exercise of a remedy would not in Mortgagee's judgment cause any material adverse harm to the Mortgaged Property, shall fail to commence to cure the default within the said thirty (30) day period or to actively, diligently and in good faith proceed with and continue the curing of the default until it shall be fully cured. However, no such notice or grace period shall be required in the event: (a) that a tax sale of the Mortgaged Property could be held within forty-five (45) days after Mortgagee acquires actual knowledge of the default, (b) of a default such that any insurance policy might expire or terminate within forty-five (45) days after Mortgagee acquires actual knowledge of the default, (c) of a default such that damage to the Mortgaged Property will in Mortgagee's judgment probably occur unless repairs are made promptly, (d) of a default by reason of which a tenant could terminate a lease, (e) of a default under Paragraph (f) or (g) of Article 17, (f) that Mortgagor is levied upon or any part of the Mortgaged Property is about to be sold by any sheriff, marshal or constable, or (g) of any other default such that any delay in the exercise of a remedy by Mortgagee could reasonably be expected to cause irreparable harm to Mortgagee or to the security of this Mortgage. Mortgagee shall not be required to give any notice or grace period provided by this Article by reason of a monetary default more than two (2) times in any twelve (12) month period. Nothing contained herein shall be construed to require Mortgagee to give any notice of default or allow any grace period before exercising any remedy under Article 14, or any other Article except Article 18 of this Mortgage or imposing any "late charge" provided in the Note.

28. Exculpatory Clause. Notwithstanding anything in this Mortgage contained to the contrary, Mortgagor shall never be personally liable for the payment of the Obligations Secured. However, nothing in this Article 28 contained shall be construed as prohibiting or restricting any and all remedies as this Mortgage, the Note, the Other Security Documents or the law permit, including the right to enter a judgment or judgments against Mortgagor, provided that such remedy does not include or extend to execution against or recovery out of any property other than the Mortgaged Property.

29. 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 Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall