

2. Nothing in the proceeding paragraph contained shall in any way lessen or impair the rights of the Mortgagee with respect to the First Mortgage or the Second Mortgage and their respective Notes. The First Note and the Second Note shall be and remain separate obligations of the Mortgagor and each Note and its security shall be separately enforceable according to their terms. The Mortgagee may institute separate proceedings with respect to each Note and Mortgage simultaneously or in such order and at such times as the Mortgagee may elect. The pendency of any proceeding with respect to either Note or Mortgage shall not be grounds for abatement or for hindering, delaying or preventing any proceeding with respect to the other Note or Mortgage. Default under each Note and Mortgage shall constitute a separate cause of action and the institution of proceedings upon one, but not both, shall not be considered as a splitting of a cause of action by the Mortgagee.

3. Further, the Mortgagor and Mortgagee do agree that the holder of said Mortgage, its successors and assigns, shall never seek a money judgment for the breach of any covenant or provision contained in the First or Second Mortgage or the Notes secured thereby or any modification thereof, including without limitation the repayment of the indebtedness secured thereby under either the First Mortgage as hereinabove referred to or the Second Mortgage. But nothing herein shall prejudice or prevent the Mortgagee from foreclosing said Mortgages or preserving any of its rights or remedies with respect to any security given for the payment of the indebtedness secured by said Mortgages, all of which said rights and remedies are expressly reserved by the Mortgagee.

4. The rights contained in Paragraphs 1 and 2 establishing cross default provisions between the First and Second Mortgage securities shall cease and be of no force or effect in the event Aetna Life Insurance Company sells or assigns its interest in either of said Mortgages.