

secured by the Underlying Obligations, and Secured Party will indemnify and hold harmless Owner and the Property from any loss, cost, damage or expense (including reasonable attorneys' fees) resulting from Secured Party's failure to do so. As used herein, "Underlying Obligations" shall include not only those instruments hereinabove described, but also any modifications or replacements thereof with the consent of Secured Party pursuant to the terms hereof.

C. Secured Party acknowledges that the Notes secured hereby ~~was~~ ^{were} given by Owner as partial consideration for the purchase of the Property encumbered hereby. In the event of any default under the terms of the Note(s) secured hereby or in respect to any of the terms of this Security Instrument the sole recourse of Secured Party shall be by foreclosure or by trustee's sale under any such power contained herein, or by deed in lieu thereof, and Owner shall not be personally liable for the payment of the Note(s) or any other sums under this Security Instrument, or for the payment of any deficiency established after foreclosure and sale of the Property hereunder.

D. Notwithstanding any printed provisions hereof, or of those incorporated herein by reference, dealing with hazard insurance proceeds and condemnation awards paid in connection with the Property secured hereby, Secured Party shall release to Owner all of Secured Party's interest in all such hazard insurance proceeds and condemnation awards for such restoration and/or repair to the Property as Owner with the consent of the holders of the Underlying Obligations may deem advisable, provided reasonable arrangements are made to insure that such proceeds are used for such purposes.

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