

48. No judgment, order or execution entered or issued in any suit, action or proceeding, whether legal or equitable, on this Mortgage or the Note or any other instrument securing payment of the Indebtedness shall provide for satisfaction, payment or enforcement of payment of the Note or the Indebtedness or any claim arising thereunder or under this Mortgage, from any asset or thing other than the Property and the Rents thereof, and such other and further security as may from time to time be given; provided however, that nothing contained in this paragraph shall limit or be construed to limit or impair the enforcement against the Property of the rights and remedies of the Mortgagee.

49. Notwithstanding anything in this Mortgage or Note to the contrary, in the event Mortgagee applies an amount of any insurance proceeds or condemnation award in excess of \$100,000.00 to the reduction of the principal balance then outstanding, Mortgagor may, upon written notice to the Mortgagee, within six months after such reduction but not thereafter, prepay the entire outstanding principal balance without prepayment consideration unless such Mortgagee's application to the reduction of the principal balance then outstanding is occasioned by Mortgagor's failure to restore the premises; provided however, if Mortgagee permits Mortgagor to apply insurance proceeds or a condemnation award to the cost of restoration, repair or replacement of the Property or any part thereof, and a portion of the proceeds or award is not needed for said purposes and such unneeded sum is applied by Mortgagee to reduce the principal balance outstanding on this Mortgage and on the Note, then Mortgagor shall have no

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