

shall mean all sums secured by this Mortgage. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

46. No Oral Change. This Mortgage may not be modified, amended, changed, discharged or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, change, discharge or termination is sought.

47. Exculpation. The liability and obligation of Mortgagor to perform and observe and make good the obligations contained herein shall not be enforced by any action or proceeding wherein damages or any money judgment shall be sought against Mortgagor, except a foreclosure action against the Mortgaged Property, but any judgment in any such foreclosure action shall be enforceable against Mortgagor only to the extent of Mortgagor's interest in the Mortgaged Property and in the income therefrom and Mortgagee, by accepting the Note and this Mortgage, irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against Mortgagor after said date in any such foreclosure action, under or by reason of or under or in connection with this Mortgage or the Note.

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