

on the Lessor's Note and under this Mortgage after the application of any proceeds of a sale pursuant to paragraph 15(c) and after any other distribution of the Granted Property as provided in this Mortgage.

(d) Neither the Lien of this Mortgage nor any rights or remedies of the Company hereunder shall be impaired in any way by the recovery of any judgment by the Company against Lessor or by the levy of an execution under such judgment upon any portion of the Granted Property.

20. **Survival.** The invalidity, or unenforceability in particular circumstances, of any provision of this Mortgage shall not extend beyond such provision or such circumstances; no other provision of this Mortgage shall be affected thereby. If, from any circumstance whatever, fulfillment of any provision of this Mortgage at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by the usury statute or any other law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Lessor's Note that is in excess of the limit of such validity.

21. **Waiver of Certain Rights.** To the extent that it lawfully may, Lessor agrees that it will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of the provisions of this Mortgage or the Lessor's Note; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Granted Property or any portion thereof prior to any sale or sales thereof which may be made under or by virtue of this Mortgage; nor after any such sale or sales, claim or exercise any right under any applicable present or future law or otherwise to redeem the Granted Property or any portion thereof so sold; and Lessor, to the extent that it lawfully may, expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the exercise of any right or remedy herein permitted to be exercised by the Company, but to suffer and permit the exercise of every such right or remedy as though no such law or laws were in effect. Lessor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all rights to have the Granted Property and any other security for the Lessor's Note or any thereof marshaled upon any foreclosure or otherwise.

22. **Release of Security; Extension of Lessor's Note.** Any portion of the Granted Property may be released or reconveyed by the Company, without affecting the Lien hereof against the remainder. The taking of additional security or the extension or renewal of the Lessor's Note shall at no time release or impair the Lien and rights Granted hereby, or affect the liability of any endorser or surety, or improve the right of any junior holder of any Lien or any person acquiring an interest in the Granted Property; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Lessor's Note, shall be and remain a first and prior Lien on all of the Granted Property not expressly released, subject to Permitted Encumbrances, until the Lessor's Note is paid in full.

23. **Non-Recourse Obligation.** Anything in this Mortgage or the Lessor's Note (herein collectively called the "Documents") to the contrary notwithstanding, and irrespective of any breach, incompleteness or inaccuracy of any statement, certification, representation, warranty, covenant, agreement or undertaking of any nature whatsoever made in or relating to any of the Documents by Lessor or by any limited partner or general partner of Lessor, no recourse or relief shall be had for the payment of the principal of or based on or in respect of this Mortgage, premium, if any, or interest on the Lessor's Note, or for any claim based thereon or otherwise in respect thereof, against Lessor or any limited partner or general partner of Lessor or of any predecessor or successor partnership (or other entity) of Lessor, either directly or through Lessor or any predecessor or successor partnership (or other entity) of Lessor, under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise; it being expressly understood that the Lessor's Note and all obligations of the Lessor under this Mortgage are solely non-recourse obligations, and that all such liability of Lessor, its limited partners or general partners, is and is to be by the acceptance of the Lessor's Note and this Mortgage expressly waived and released as a condition of, and as consideration for, the execution of this Mortgage and the issuance of the Lessor's Note, and that any holder of the Lessor's Note will