

herein notwithstanding, the Mortgagee and each other party hereunder agree that (i) neither New South nor Haywood shall be personally liable for the performance of any covenant, warranty, agreement, or other obligation under this Mortgage or for the taking of any affirmative action of any kind whatsoever under this Mortgage, (ii) neither New South nor Haywood shall have personal liability for any default under this Mortgage other than its interest in the property described in Exhibit "B" and Exhibit "C" and (iii) the parties hereunder shall look solely to such interest for the satisfaction of any and all remedies that any or all such parties may have against New South, Haywood, or either of them upon any default hereunder and shall not seek or enforce any deficiency or other personal judgment against New South, Haywood, or any of their partners as a result of their joinder in this Mortgage. The parties hereunder recognize that joinder by New South and Haywood in this mortgage is solely for the purpose of creating a lien against New South's and Haywood's interests in the property described in Exhibit "B" and Exhibit "C" and that neither New South nor Haywood has joined in the Mortgage Note which this Mortgage secures. The parties hereunder further recognize that New South owns certain real property which adjoins or is near the Property but is not included in the property described in Exhibit "B," and that no part of such other property owned by New South and no interest therein or appurtenant thereto is in any way affected or encumbered by or subjected to the lien of this Mortgage, or to any claim by any party hereunder. The Mortgagee hereunder further recognizes that the assignment of rents herein contained does