

Mortgagor as set forth in this mortgage and the other documents evidencing and securing the subject loan, including the payment of principal and interest by HMA, shall be for the sole purpose of establishing the existence of an indebtedness, the Mortgagee's source of satisfaction of said indebtedness (as between Mortgagor and Mortgagee) being limited to the property described in this mortgage and the rents, issues, and profits therefrom, and the Mortgagee will not seek to enforce out of any other assets of the undersigned, or of any partner, general or limited, any judgments for any sum of money which is or may be payable under the Note or under this mortgage or for any deficiency remaining after foreclosure of this mortgage; provided, however, that nothing herein contained shall be deemed to be a release or impairment of said indebtedness or the security therefor intended by this mortgage, or shall preclude the Mortgagee from foreclosing this mortgage, or from enforcing any of its rights under this mortgage, or any guaranty given in connection therewith, (including without limitation the Guaranties of Completion and the Guaranties of Hold-Back Amounts given by Monumental Properties, Inc. and Monumental Properties Trust except as aforesaid, including the assignment of said rents, issues, and profits contained therein.

17. No trustee, officer, employee, representative, or agent of Monumental Properties Trust and no holder of Trust Units shall be held to any personal liability in connection with this instrument or any obligation entered into, by or on behalf of the Trust, and only the property of the Trust shall be available for the satisfaction of Trust obligations.

18. Anything and everything appearing to the contrary herein notwithstanding, the Mortgagee and each other party hereunder agree that (i) Haywood shall not be personally liable for the performance of any covenant, warranty, agreement, or other

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