

on the premises, or do or fail to do any act which might create in any lessee the right to cease payment of rent or terminate its lease. If Mortgagor shall, in any manner, fail in any of the above covenants and agreements, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of said leases. Mortgagee shall have the right to enter upon the property to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee, in its sole discretion, deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, immediately upon demand, all sums so expended by Mortgagee, together with interest thereon from the date of each such payment at 12% per annum. All sums so expended by Mortgagee, and the interest thereon shall be secured hereby. Mortgagor shall comply with each and every term and condition of assignment of Mortgagor's rights in leases which has been or will be given as further security for the Note. The Mortgagor will not accept any prepayment of rent or installments of rent for more than two months in advance without the prior written consent of the Mortgagee.

IV.3. FORECLOSURE SALE. In the event of foreclosure sale or other judicially-ordered sale of the premises described herein pursuant to powers granted to Mortgagee herein and by applicable law, the property may be sold in one or more parcels, or as an entirety, as Mortgagee may elect.

IV.4. NO PERSONAL LIABILITY. Notwithstanding any other provision herein or in any other instrument evidencing or securing the Note to the contrary, neither the Mortgagor nor any partner of Mortgagor shall have any personal liability for the repayment of the principal or interest due on said Note; and any judgment or decree which may be obtained by Mortgagee with respect to such Note shall be enforceable against the Mortgagor and its partners only to the extent of their interests in the premises (including personal property and leases) covered by or described in this Mortgage and any other property subject to any other security instrument securing the Note. Notwithstanding the foregoing, the Mortgagee shall be entitled to make the Mortgagor a party to any action and to have summons and other process served upon Mortgagor for the purpose of obtaining jurisdiction over Mortgagor in such action and satisfying all requirements of notice and due process which may be necessary in order to pursue its remedies against Mortgagor's interest in the premises.

IV.5. RESTRICTIONS ON TRANSFERS AND ENCUMBRANCES. Mortgagor shall not sell, assign or transfer, or otherwise convey, encumber or (other than the Jefferson Standard Mortgage) permit any lien (superior, equal, or subordinate) on or interest in, any part of the premises without Mortgagee's prior written consent. Violation of this provision shall constitute an event of default, and shall entitle Mortgagee to all rights and remedies inuring to Mortgagee under Article II hereof.

IV.6. RELEASES. Those portions of the premises designated as "Tract II" on Schedule A will be released from the