

benefit of the respective successors and assigns of the parties.

10. Anything contained herein to the contrary notwithstanding, no recourse shall be had for the payment of the principal of or interest on the Note or for any claim based thereon or otherwise in respect thereof, or based on or in respect of this Mortgage against

- (i) Mortgagor or any partner thereof or any officer, director or shareholder of any corporate partner thereof;
- (ii) any legal representative, heir, estate, successor or assignee of any thereof;
- (iii) any corporation, partnership (or any partner thereof), individual or other entity to which the Property or any part thereof shall have been transferred; or
- (iv) any other person or entity

for any deficiency or any other sum owing on the Note or arising under or with respect to this Mortgage. It is understood that the Note and all obligations under or with respect to this Mortgage may not be enforced against any person or entity; provided, that the foregoing provisions of this paragraph shall not prevent recourse to the Property or constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Note or secured by this Mortgage, but the same shall continue until paid or discharged, and provided, further, that the foregoing provisions of this paragraph shall not limit the right of any person to name Mortgagor or any transferee of any interest in the Property as a party defendant in

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