

11. Mortgagor and Mortgagee will, within fifteen (15) days after written request by the other, deliver personally or by U.S. Mail to the other a written statement duly acknowledging the then amount due under this Mortgage and the Note secured hereby and whether there are any claims, offsets, defenses or the like, as the case may be.

12. Nothing herein contained or any transaction related hereto shall be construed or shall so operate, either presently or prospectively (i) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (ii) to require Mortgagor to make any payment or do any act contrary to law, but if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clause or provisions shall only be held for naught as though not herein contained, and the remainder of this Mortgage shall remain operative in full force and effect. Should any such interest in excess of the lawful rate be paid at this time or at any time in the future, then, in such event, said interest shall automatically be applied to a reduction of principal under the terms and provisions of this Mortgage or refunded to Mortgagor if the same shall exceed the then balance of principal due Mortgagee.

13. It is understood that the Mortgagor shall have no personal liability hereunder, under the Note secured hereby, under other loan instruments in connection with said Note and this Mortgage or for a deficiency judgment upon foreclosure of this Mortgage, and that in the event of default, the sole and exclusive remedy of the Mortgagee is to look to the mortgaged property through foreclosure pursuant to this Mortgage; provided, however, that nothing contained in this paragraph shall diminish, abrogate or reduce the indebtedness secured hereby; further, nothing contained herein shall limit the Mortgagee's remedies for default under any foreclosure statutes of this State, except as set forth above.

IN WITNESS WHEREOF, said Mortgagor has caused this Mortgage to be executed the day and year first aforesaid.

Signed, sealed and delivered in the presence of:

Victor Trushkin
James G. [Signature]

CONSOLIDATED CAPITAL PROPERTIES II,
a California limited partnership

By CONSOLIDATED CAPITAL EQUITIES
CORPORATION, a Colorado
corporation
Corporate General Partner

By [Signature]
Vice President

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