

(g) Neither party hereto assumes any mortgagor obligations under the Underlying Indebtedness except as specifically hereinbefore provided with respect to payments of principal and interest due thereunder after the date hereof. Such partial assumption is for the benefit of the parties hereto only, their successors and assigns, and is not made for nor may any third party rely thereon.

(h) Any action, waiver, consent, approval, or certification made by or for the holder of the Underlying Indebtedness shall constitute and shall be deemed to be the action, waiver, consent, approval or certification of the Mortgagee hereunder, so that satisfaction of the covenants and conditions of the Underlying Indebtedness, other than the payment of principal or interest, by the Mortgagor shall constitute the satisfaction of the covenants and conditions of this Mortgage, and Mortgagee shall take no action upon or as a result of any default hereunder, other than for nonpayment of the principal or interest required to be paid under the wrap-around note, unless or until the owner or holder of the Underlying Indebtedness shall have taken action upon or as a result of any default under the Underlying Indebtedness.

18. Anything herein contained to the contrary notwithstanding, the Mortgagee shall look solely and only to the premises for the payment of any sums required to be paid by the Mortgagor hereunder, and the Mortgagee agrees not to seek a deficiency or other money judgment against the Mortgagor. Nothing herein contained, however, shall be construed to impair or reduce the lien of this mortgage, or the right and remedy of the Mortgagee to exercise any power contained herein including but not limited to the right of foreclosure, or to otherwise recover possession of the premises in case of any default.

19. The rights of the Mortgagee arising under the clauses and covenant contained in this mortgage shall be separate, distinct