

and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

40. Exculpatory Clause.

Except as hereinafter provided, the liability of the undersigned and its successors and assigns to pay the indebtedness due under the Note (including principal, interest, costs of collection, and attorneys' fees), and its liability to discharge its obligations under the Note and under this Mortgage, are hereby limited to the Property, and the rents, issues, and profits issuing therefrom, the personal liability of the undersigned and its successors and assigns being by acceptance hereof expressly waived. However, the undersigned shall be liable for any deficiency on the Note from the foreclosure and sale of the Property due to waste, failure of the undersigned to carry prescribed fire insurance coverage, misappropriation of assets or proceeds from the Property [including its failure to turn over the rents, issues and profits from the Property after an Event of Default (as defined herein) and a failure to cure as provided herein] or other willful misconduct.

41. Headings.

The headings of the sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.