

Mortgage, any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of eighteen percent (18.0%) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

### 3.07 Application of Payments Received by Mortgagee

Upon receipt of the payments due under the Wrap Note, the Mortgagee shall apply such payments to the payments required under the Underlying Note and Underlying Mortgage and the Mortgagee shall be entitled to retain all amounts in excess of such payments.

### 3.08 No Personal Liability of Mortgagor

Mortgagee expressly agrees that the Mortgagor shall not have any personal liability hereunder and the Mortgagee's sole recourse under this Mortgage, and under each other instrument given to evidence to secure the allegations of the Mortgagor shall be strictly and absolutely limited to the Premises. Mortgagee will not sue or otherwise seek recourse against the Mortgagor for any amount due hereunder or in the Wrap Note or for any deficiency remaining after a foreclosure of this Mortgage or a judicial sale of the Premises. Mortgagee shall not and may not seek any judgement on this Mortgage or with respect to the indebtedness secured hereby except as a part of judicial proceedings to foreclose this Mortgage and in the event any suit is brought on this Mortgage, or concerning any indebtedness secured by this Mortgage or any such other security instrument, or to confirm any foreclosure or sale pursuant to rights under this Mortgage, any judgement obtained in any such action shall state that the Mortgagor is not liable therefore and such judgement shall constitute a lien on, and will be and can be enforced only against the Premises and not against any other asset of the Mortgagor. The foregoing provisions concern the liability of the Mortgagor and shall not affect, impede, impair or limit the Mortgagee's rights and remedies under this Mortgage against the Premises, or affect the priority and enforceability of this Mortgage against the Premises.

### 3.09 Subrogation of Mortgagee or Owner

Mortgagor does hereby authorize and empower the legal holder and owner from time to time of the note secured by this Mortgage to disburse the funds secured by said Mortgage and to apply same from time to time to payment of part or all of the principal and interest secured by the Underlying Mortgage, and it is expressly covenanted and agreed by the parties hereto that upon each such payment, the owner of the indebtedness secured by this Mortgage shall be and is hereby subrogated to all rights, liens, and privileges which before such payment were vested in the owner or legal holder of the indebtedness secured by the Underlying Mortgage and upon such payment this Mortgage shall be to all intents and purposes and to the extent of payments so made a first and valid lien, subrogated as aforesaid, upon the Premises.