

ARTICLE FOUR

## LENDING PROVISIONS

4.01 Breach of Loan Agreement and Other Documents. Notwithstanding anything to the contrary contained in this Mortgage or in the Note, or in any other instrument securing the loan evidenced by such Note, upon an Event of Default unless cured in accordance with the terms hereof or of the Loan Agreement, Mortgagee may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Mortgagee hereunder, immediately due and payable and/or exercise all additional rights accruing to it under this Mortgage. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement from time to time shall be secured hereby.

4.02 Partial Foreclosure. In the event the Mortgaged Property is comprised of more than one parcel of real property, Mortgagor hereby waives any right to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise any of its other remedies against all of the Mortgaged Property as a whole or to require Mortgagee to foreclose or exercise such remedies against one portion of the Mortgaged Property prior to the foreclosure or exercise of said remedies against other portions of the Mortgaged Property.

4.03 Limitation of Liability. Mortgagee agrees that in no event shall The Prospect Company or The Travelers Insurance Company have any personal liability hereunder or under any other instrument evidencing, governing, securing or otherwise relating to the indebtedness evidenced hereby (except for that certain Five-Party Agreement of even date herewith among Mortgagor, Mortgagee, Shelter, The Prospect Company, and The Travelers Insurance Company). Mortgagee further covenants and agrees (i) not to seek or enforce any judgment for a monetary amount or a deficiency against The Prospect Company or The Travelers Insurance Company in any action to collect the Note, to enforce the Construction Loan Agreement, or in any action to foreclose or otherwise realize upon any of the security for the Note under this Mortgage or any other instrument relating to the loan evidenced hereby (except for the Five-Party Agreement abovesaid), and (ii) not to enforce (by levy, attachment, or otherwise) any judgment obtained in any suit brought on the Note or on or respecting the Loan Agreement, this Mortgage, or any other instrument relating to the loan evidenced hereby (except for the Five-Party Agreement abovesaid) against The Prospect Company or The Travelers Insurance Company or any of their property, other than their respective interests in the property of Borrower constituting security for the Note under this Mortgage. Nothing contained herein shall be deemed to constitute a release or impairment of the indebtedness evidenced by the Note or the lien and encumbrance of this Mortgage or any other document or instrument evidencing, securing or otherwise relating to the indebtedness evidenced by the Note.