

which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.9 Mortgagor and any guarantor shall have no personal liability for a breach of the covenants, warranties and representations nor for any deficiency which may remain after the enforcement of Mortgagee's rights and remedies under the Note, this Mortgage or the Other Agreements, Mortgagee's recourse being exclusively limited to the Mortgaged Property, the other items of collateral pledged or delivered to Mortgagee hereunder and under the Other Agreements, and the Continuing Guaranty Agreement of the Guarantors, and Mortgagor's sole personal liability shall be for all gross income collected after an Event of Default hereunder to the extent it is not applied in payment of indebtedness secured by the Mortgaged Property, towards the operation of the Mortgaged Property, or in the ordinary course of business. In addition, whether or not a default exists or has occurred hereunder, pursuant to a certain letter of even date herewith, Mortgagor has guaranteed the payment to Lender of up to \$40,000 in Income Interest for the year 1984, and Mortgagee may pursue all of its rights and remedies under said letter or applicable law to collect up to said amount.

7.10 Nothing herein shall be deemed or construed, nor shall the exercise by Mortgagee of any of its rights, privileges, or remedies conferred under the Mortgage, the Note or Other Agreements, to render Mortgagee and Mortgagor as joint venturers or partners in any way with respect to the Mortgaged Property.

7.11 The Mortgaged Property shall at all times be managed by a property manager or property management company to be approved by the Mortgagee, and the Mortgaged Property shall at all times be managed in a manner satisfactory to the Mortgagee. Any management contract entered into for the Mortgaged Property shall contain provisions that the contract may be terminated upon two (2) days' prior written notice by Mortgagee, at its option, if:

- (a) the Mortgagee or its successors and assigns acquires the Mortgaged Property by foreclosure of this Mortgage, by deed in lieu thereof or otherwise; or
- (b) upon the occurrence or existence of an Event of Default hereunder.

Upon Mortgagee's demand, Mortgagor and Manager shall execute and deliver to Mortgagee a collateral assignment agreement, in form and substance satisfactory to Mortgagee, to the foregoing effect.

7.12 Any provision of this Mortgage which is unenforceable in any state in which this Mortgage may be filed or recorded or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.13 Whenever in this Mortgage, Mortgagee is entitled to attorneys' and paralegals' fees, then, notwithstanding anything to the contrary contained herein such provision shall entitle Mortgagee to the actual attorneys' and paralegals' fees paid or incurred by Mortgagee but shall not exceed five percent (5%) of the original principal balance of the Note.

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