

Notwithstanding the foregoing, however, in the event of acceleration of the Mortgage at any time and subsequent involuntary or voluntary prepayment, the Prepayment Premium shall be payable, however in no event shall it exceed an amount equal to the excess, if any, of (i) interest calculated at the highest applicable rate permitted by applicable law, as construed by courts having jurisdiction thereof, on the principal balance of the Note and Mortgage from time to time outstanding from the date hereof to the date of such acceleration, over (ii) interest theretofore paid and accrued on the Note and Mortgage. Any prepaid amounts specified in such notice shall become due and payable at the time provided in such notice. A "loan year" for the purposes of this Mortgage shall mean each successive twelve (12) month period beginning with the date of the first installment payment of interest hereunder, provided however, that the first Loan Year shall include the period from the date of this Mortgage to the date of such first installment payment of interest. Under no circumstances shall the Prepayment Privilege ever be less than zero.

22. The Mortgagor (Maker) shall not be personally liable to the Mortgagee (holder) of the Note or this Mortgage by reason of any default which may occur in the performance of any of the terms hereof or under the Note undertaken or required to be performed by Maker, nor will the holder of the Note or this mortgage seek or be entitled to any personal judgment against Maker by reason of any default hereunder or under the Note. The remedies of the holder of this Mortgage and the Note in the event of any such default shall be to proceed against the real estate and other property described in this Mortgage or any other instrument concerning or given as additional security for the indebtedness evidenced by the Note. It is understood that Maker may be made a party to an action under the Note or to the extent as may be necessary to foreclose the lien of this Mortgage. Nothing contained in this paragraph shall be deemed to constitute a release or impairment of the indebtedness evidenced by the Note, or the lien of this Mortgage upon the property conveyed hereby, or shall preclude the holder from foreclosing this Mortgage in case of any default or from enforcing any of the other rights of the holder except as expressly stated in this paragraph.

23. Mortgagee acknowledges that it has approved secondary financing for the purpose of expanding the space for Winn-Dixie Stores, Inc., as provided in the lease, will be allowed up to the certified cost of the expansion."

24. Mortgagee hereby agrees to give Mortgagor ten (10) days written notice of any default under the terms and conditions of this Mortgage, except for default in the payment of any installment of principal and interest and/or any other monetary sums called for under the Mortgage Note, this Mortgage and Assignment of Leases. This ten (10) day period will run from the date said written notice is deposited in the U. S. Mail by Mortgagee. Mortgagor will have the right to cure any such default during this ten (10) day period.

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