

unless a court of competent jurisdiction decrees otherwise, to the Mortgagor.

(f) Notwithstanding the foregoing, neither the Mortgagor, its successors or assigns nor any other person, party or entity (except for Howard S. Rothman and Ronald L. Lozoff, pursuant to their personal guaranties), shall have any personal liability for the debt evidenced by the Notes nor shall they be liable for the performance of the covenants and agreements contained in this Mortgage or the Security Agreement given as security for the Notes except for the limited purpose of allowing the Mortgagee to foreclose said Mortgage or Security Agreement and to enforce any assignment of rents and leases contained therein. The Mortgagee hereof expressly waives any rights to sue the Mortgagor hereof or any other party (other than Howard S. Rothman or Ronald L. Lozoff pursuant to their personal guaranties) for the performance of any of the agreements contained herein or contained in said Notes or Security Agreement, an action to foreclose said Mortgage and to enforce any assignment of rents and leases contained therein being the holder's only remedy for a default under the Mortgage, Notes or said Security Agreement, and the Mortgagee hereof expressly waives any right to a deficiency judgment in the event of a foreclosure (except for Howard S. Rothman and Ronald L. Lozoff, pursuant to their personal guaranties).

12. Transfers of the Property or Beneficial Interests in Mortgagor; Assumption. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this mortgage to be immediately due and payable, and Mortgagee may invoke any remedies permitted by paragraph 11 of this mortgage. This option shall not apply in case of

- (a) transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner;
- (b) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, an increase in the rate of interest payable under the Note;