

the Property with such approval not to be unreasonably withheld, so long as this right is not inconsistent with other provisions of the Wrap Note;

(e) The Wrap Note contains a provision to the effect that the principal and interest balance of the indebtedness evidenced thereby shall not be accelerated because of any subsequent sale of the Property, nor shall the interest rate thereon, nor the terms thereof, be changed by any such subsequent sale, and no fees of any kind (other than a \$500.00 administrative fee) shall be charged in regard to or because of such subsequent sale;

(f) The indebtedness secured hereby, together with the obligations hereunder, shall remain the full recourse obligations of the Mortgagor until ^{either (1)} the date on which the Mortgagee receives from Mortgagor an affidavit sworn to by the general partners of a limited partnership to which the Mortgagor anticipates transferring the Property indicating that said limited partnership has received capital contributions from its limited partners in an aggregate amount of at least Nine Hundred Fifty Thousand Dollars (\$950,000.00), consisting of cash or full recourse promissory notes, or a combination thereof, ^{OR (2) THE PROPERTY HAS BEEN TRANSFERRED TO AN UNAFFILIATED THIRD PARTY AFFRANO BY MORTGAGEE} after which time the indebtedness and all obligations secured by this mortgage shall become nonrecourse, and anything herein to the contrary notwithstanding, Mortgagee agrees for itself, its representatives, successors, endorsees, and assigns that thereafter this mortgage shall be nonrecourse, and thereafter neither Mortgagor, nor any other party, shall bear personal liability for the fulfillment of any obligation hereunder or for the payment of any indebtedness hereby secured, and Mortgagee, its successors and assigns, shall have no personal recourse against Mortgagor, or any subsequent owner of the Property, it being expressly agreed and understood that the remedies for default hereunder shall be then limited to recourse against the Property only and that no deficiency or other personal judgment shall be sought or claimed against Mortgagor, Mortgagor's successors or assigns, or any subsequent owner of the Property;

(g) Mortgagor has not, and will not, assume responsibility for the payment of sums required to be paid as principal and interest under the terms of the Prior Notes, which sums Mortgagee has hereinabove warranted to continue to pay as the same become due; and