

inclusive nature hereof or thereof shall be deemed to be of no further force and effect, including, without limitation, Mortgagee's obligation to make payments on any Included Note.

PART D

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, AND MORTGAGEE, BY ITS ACCEPTANCE HEREOF, FURTHER AGREE AS FOLLOWS THAT:

Notwithstanding anything herein to the contrary, this Mortgage secures a non-recourse note and neither Mortgagor nor any other party or person is or shall become personally liable, jointly, severally or otherwise, for the payment of any money by reason of anything contained in this Mortgage, the Purchase Money Note which it secures or in any other instrument which secures said Note. The sole remedy of Mortgagee in the event of default by Mortgagor shall be to foreclose this Mortgage and any other instrument securing the Purchase Money Note and to look exclusively to the Property encumbered by the same for satisfaction of all indebtedness secured by this Mortgage and evidenced by the Purchase Money Note, and Mortgagee shall not seek or obtain any deficiency judgment against Mortgagor or any other party or person.

PART E

MORTGAGOR, BY ITS DELIVERY OF THIS MORTGAGE, FURTHER AGREES AS FOLLOWS THAT:

If at the time the Note secured by this Mortgage is paid in full and all other obligations of Mortgagor under the terms of the Note, this Mortgage and any other security for the Note have been fully complied with there remains a balance due on the Included Note, it is understood and agreed that Mortgagor will continue to make all of the payments and to comply with all of the terms and conditions of the Included Note and any instruments given as security therefor until the Included Note is paid in full. For that reason, it is understood and agreed that this Purchase Money and Wraparound Mortgage will remain in full force and effect and unsatisfied until the Included Note is paid in full and the Included Mortgage and any other instrument securing the Included Note have been satisfied and cancelled. During said remaining period of obligations on the Included Note and the Included Mortgage, should there be a default by Mortgagor in compliance with the terms and provisions of the Included Note, the Included Mortgage and any other security for the Included Note, such default will constitute a default under the terms of this Mortgage and entitle the Mortgagee to cause a foreclosure of this Mortgage, upon which the proceeds of a sale hereunder shall be applied as follows:

1. To payment of all sums due on the Included Note, the Included Mortgage or any other security for the Included Note.
2. To reimburse Mortgagee for any cost or loss, including attorneys' fees, caused to it by failure of Mortgagor to continue to comply with the terms of the Included Note, the Included Mortgage and any other security for the Included Note.
3. The balance to the Mortgagor.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and sealed by its Authorized General Partner on behalf of the Limited Partnership.

WITNESS:

Charles Craig
Merle A. Collett

HOSPITALITY ASSOCIATES OF DIXIE

By: [Signature] (SEAL)
Authorized General Partner

STATE OF NORTH CAROLINA

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