

23. Anything contained herein to the contrary notwithstanding, by its acceptance hereof, Mortgagee for itself and its successors and assigns, agrees that in any action or proceeding brought on this Mortgage or on the Note or on any other instrument securing the Note or the indebtedness evidenced thereby, or on any instrument executed by Mortgagee on Mortgagor's behalf pursuant to this Mortgage, no deficiency or other money judgment shall be sought or obtained against Mortgagor, or its partners or their respective successors, heirs, successors-in-title or assigns. Any covenants or agreements contained in this Mortgage, in the Note, or in any other instrument securing the Note to the contrary notwithstanding, in the event of any default in the payment of the principal or interest due under the Note or of any Event of Default in the covenants or agreements contained in this Mortgage or in any other instrument securing the Note, Mortgagee shall look solely to the Premises, the rents, issues, proceeds, benefits and profits thereof, and the other collateral securing the Note or to the proceeds of their sale for payment of the Note and the full satisfaction of any liability or obligation otherwise arising under this Mortgage and the Note and any other instruments securing the Note, and if the rents, issues, proceeds, benefits and profits arising from the Premises and the other collateral securing the Note or from the sale thereof shall be insufficient to pay in full the indebtedness evidenced by the Note and secured by this Mortgage and such other instruments, and satisfy any such liabilities or obligations otherwise arising under them, Mortgagor or its successors, heirs, successors-in-title and assigns, shall not be held personally liable or responsible for the payment of any such deficiency. The provisions of this paragraph concern the liability of the Mortgagor and its successors, heirs, successors-in-title and assigns and shall not be interpreted or construed to release or impair this Mortgage, the Note, or the lien and security interest of the Mortgage and the other documents securing the Note or in any way affect the rights, liens and security interests of Mortgagee in and to the Premises under this Mortgage and the other documents securing the Note, or prevent or in any way hinder Mortgagee in exercising its remedies against the Premises as provided in this Mortgage or as prescribed by law in case of default.

24. Mortgagor has established on even date herewith an account (herein referred to as the "Sinking Fund") into which a series of payments or deposits of an equal amount shall be made by Mortgagor which, together with the interest earned thereon, will accumulate to \$5,600,000.00 in thirty (30) years. Mortgagor owns the Sinking Fund. Mortgagee has no security interest in the Sinking Fund under this Mortgage and Mortgagee has no rights to the Sinking Fund as mortgagee under this Mortgage or in any other respect; however, a failure to make any required payment into the Sinking Fund within two (2) business days after the receipt by Mortgagor of notice from Mortgagee as herein set forth shall be an Event of Default under this Mortgage.

25. As additional security for the Secured Indebtedness, Mortgagor hereby assigns, transfers and conveys to Mortgagee any excess proceeds derived from any foreclosure or other sale occurring pursuant to either of the Prior Mortgages and all surplus funds that may come into the hands of the holder of either of the Prior Mortgages upon foreclosure or other sale of the same, and Mortgagor hereby directs that such funds or excess proceeds be paid over to Mortgagee for application against the Secured Indebtedness.

26. Mortgagor agrees to promptly send to Mortgagee copies of any notices, including but not limited to notices of default, received by Mortgagor from either of the holders of the Prior Mortgages.