

the continuance of the debt evidenced and secured by the Loan Documents, shall not constitute personal obligations of the officers, directors, partners, joint venturers, members, stockholders or other principals or representatives of the Mortgagor and shall not involve any personal liability by them or any of them. Mortgagee further agrees that the obligations of the Mortgagor under the Loan Documents will not be enforced by any legal action or proceeding wherein or whereby any personal judgment or decree shall be sought or rendered against the Mortgagor, except a foreclosure action against the mortgaged premises; provided, however, that any judgment in any such foreclosure action shall be enforceable against the Mortgagor, as Mortgagor under the Mortgage or as maker of the Note or any of the other Loan Documents, only to the extent of the Mortgagor's interest in the mortgaged premises and in the income therefrom; and the Mortgagee irrevocably waives any and all right to sue for, seek or demand any personal deficiency judgment against the Mortgagor. Nothing contained herein or in any other release of obligation to pay executed by Mortgagee for the benefit of Mortgagor shall be construed as or deemed to be an agreement or admission that the indebtedness evidenced and secured by the Loan Documents has been diminished or terminated, and Mortgagor and Mortgagee hereby agree that the existence and amount of the debt so evidenced and secured are unaffected by this exculpatory agreement and by any other release agreement delivered to Mortgagor concurrently herewith.

Except as expressly amended hereby, or by other written agreement of the parties, the Mortgages, Notes and other Loan Documents retain unamended and in full force and effect.

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