

remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest; provided, however, that Mortgagee shall not, at any time, seek or be entitled to obtain any personal judgment against the Hutton Partnership (or its general or limited partners, excluding Shelter, AmReal Corporation, N. Barton Tuck, Jr. and U. S. Shelter, a Massachusetts business trust) or any other assets of the Hutton Partnership (other than the Project), or the letters of credit referred to in the Construction Loan Agreement or the proceeds of such letters of credit.

(c) Subject to Paragraphs 2.11 (a) and (b) above, Mortgagor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Mortgagee and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before."