

17. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

18. Except for that portion of the indebtedness evidenced by the Note secured by this Mortgage or accruing under the Note or this Mortgage which exceeds the sum of one million two hundred thousand dollars (\$1,200,000.00) (such excess being sometimes hereinafter called the "Excess"), the Note and this Mortgage shall be without recourse for collection against or from the Mortgagor, its partners, or the respective assets of the foregoing, except to the extent of the collateral specified in this Mortgage and in the Assignment; but the holder of the Note and this Mortgage shall have full recourse for the collection of such Excess.

19. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

20. Mortgagee shall not unreasonably withhold consent to the assumption of the note, mortgage, and loan documents for a service fee of one-half (1/2) of one percent of the loan amount at the time of assumption, and upon assumption the provisions of the Limited Unconditional Guaranty shall remain in full force and effect.

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