

able Other Mortgage) then exists under any of the Other Mortgages, provided that mortgagee shall be required to so terminate and release the lien of this Mortgage upon the earlier to occur of (i) the cure of such Event of Default, or (ii) the satisfaction in full of the indebtedness secured by such Other Mortgage.

j) Waiver of Redemption, Notice, Marshalling, Etc..

Mortgagor hereby waives and releases: (a) all benefit that might accrue to mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) unless specifically provided for herein, all notices of mortgagor's default or of mortgagee's election to exercise, or mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents; and (c) any right to have the Mortgaged Property marshalled.

k) Application of Proceeds.

The proceeds of any sale of all or any portion of the Mortgaged Property and the earnings of any holding, leasing operation or other use of the Mortgaged Property shall be applied by mortgagee in accordance with applicable law or, to the extent not contrary to such law, in the following order:

(i) Firstly, to pay all proper costs, charges, attorneys' fees and expenses, including the fees and costs herein provided for, and to pay or repay to mortgagee all monies advanced by it for taxes, insurance and assessments, or otherwise, with interest thereon at the Note Rate set forth in the Note, and to pay all taxes, general and special, due upon the Mortgaged Property at the time of sale, and to pay any other liens prior to the lien of this mortgage, unless said sale is made subject to such tax or other lien.

(ii) Secondly, to pay whatever may then remain unpaid on account of the Indebtedness to the day of payment and any other sums secured hereby; and

(iii) Thirdly, to pay the remainder of the proceeds to mortgagor or to any other party lawfully entitled to receive the same.

Mortgagee shall account to mortgagor for any surplus, but anything contained in this Mortgage and/or in any of the Security Documents to the contrary notwithstanding, in any action or proceeding brought on this Mortgage, the Indebtedness evidenced hereby or under any of the Security Documents, no deficiency judgment shall be sought or obtained against mortgagor and/or against any of mortgagor's general or limited partners (in their capacities as such partners) or enforced against their other respective personal separate and/or joint assets, and their liability for any amounts due under this Mortgage or the Security Documents shall be limited solely to their interests in the collateral provided in the Security Documents (the "Collateral"). Mortgagee may join mortgagor and/or any or all of mortgagor's general partners as defendants in any legal action and/or suit in equity that mortgagee undertakes to enforce its rights and remedies under this Mortgage and/or the Security Documents, but any

