O) C

0-

and assigns, as such successors and assigns are permitted under the provisions of this Mortgage.

Section 7.5 <u>Severability</u>. In case any one or more of the terms, provisions, covenants or conditions of this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, provisions, covenants and conditions hereof shall be in no way affected, prejudiced or disturbed thereby.

Section 7.6 <u>Modification</u>. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by all parties hereto.

## Section 7.7 No Personal Liability of the Parties.

- (a) Mortgagee's Liability Limited. No general or limited partner of the Mortgagee, no officer, director, stockholder or partner of a partner of the Mortgagee, no disclosed or undisclosed principal of the Mortgagee, and no person or entity in any way affiliated with the Mortgagee shall have any personal liability with respect to the indebtedness secured hereby, nor shall the property of any such person or entity be subject to attachment, levy, execution or other judicial process.
- (b) Mortgagor's Liability Limited. By accepting this Mortgage, the Mortgagee acknowledges that the promise of the

34 of 41