

secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US\$ _____.

21. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

23. Exemption from Personal Liability; Extensions, Etc., Not to Release Interest in Property. If any person executes this Mortgage who did not execute the Note, then nothing contained in this Mortgage or in the Note setting out the obligations secured hereby shall obligate such person further than to bind such person's right, title, and interest in the mortgaged Property, and on default hereunder no deficiency or other personal judgment shall be demanded or entered against such person; but, extension of the time for payment, at any time, and from time to time, modification of amortization of the sums secured by this Mortgage, at any time, and from time to time, or other accommodations granted by Lender to any maker of the Note, at any time, and from time to time, without the consent of such person, shall not operate to release, in any manner, the liability of such person or such person's successors in interest insofar as such person's interest in the Property is concerned. Lender shall not be required, at any time to commence proceedings against anyone who executed the Note or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by such person or such person's successors in interest. The provisions of paragraph 10 above also apply to any person who executes this Mortgage, whether or not such person executed the Note. The word "person" as used in this paragraph shall mean an individual, partnership, association, corporation and all other legal and commercial entities.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

B. J. [Signature]
[Signature]

COLLEGE PROPERTIES, INC.

By: Ned R. Arndt (SEAL)
Borrower