

Monumental Properties Trust retains its fifty percent (50%) interest in Haywood Mall Associates; and there is no Event of Default hereunder or under any instrument evidencing or securing the subject loan, Mortgagee will waive the provisions hereof for deposits for Impositions. Mortgagor shall provide Mortgagee with evidence of payment of the Impositions within thirty (30) days of the due date of each such Imposition.

5. To pay immediately upon demand all sums expended by Mortgagee, including attorneys' fees actually incurred (not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00)), pursuant to the provisions of this Mortgage with interest from date of demand at twelve percent (12%) per annum. Without limiting the foregoing, upon demand Mortgagor covenants and agrees to pay Mortgagee any attorneys' fees, as limited above, and expenses (other than those of Mortgagee's own employees) incurred by Mortgagee hereunder including without limitation those incurred in connection with a decision by Mortgagee whether or not to exercise its rights hereunder and those incurred in connection with a decision electing to consent or to waive or not to exercise such rights (whether such decision to consent or waive or not to exercise shall be conditional or non-conditional).

6. To pay the Note in accordance with its terms and perform promptly and in strict compliance therewith each and all of the agreements of Mortgagor under this Mortgage, the Loan Agreement, and the Shopping Center Agreements.

7. Subject to such periods of grace, notices of default and opportunities to cure default as specifically provided for in the instruments evidencing, securing or governing the subject loan, should the Mortgagor fail to make any payment or perform any act under the terms of the Note, this Mortgage, the Loan Agreement and such other instruments evidencing or securing the