

4483 MAR 679

in the event of foreclosure of this mortgage.

WHEREAS, HMA, subject to the interest of Monumental Corporation as aforesaid, covenants that it is lawfully seized of an indefeasible estate in fee simple to the real property described and designated as the "Haywood Mall Associates Parcel" in Exhibit A and the real property described in Exhibit "B" and "C" hereof Haywood covenants that it is lawfully seized and possessed of an indefeasible estate in fee simple to the real property described and designated as the "Haywood Property Parcel" in said Exhibit "A" attached hereto, and HMA hereby further covenants and agrees that it is the owner of the personal property herein conveyed and each of said parties further covenants that it has good right to execute this mortgage deed; that the Premises are free and clear from any encumbrance created or suffered by HMA or Haywood or those under whom they claim, except the Permitted Title Exceptions as reflected in Exhibit "D" hereto, and that they will warrant and defend the title to said Premises, subject to said Permitted Title Exceptions, unto the Mortgagee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

NOW, KNOW ALL MEN that the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing to the Mortgagee of:

1. The payment of the obligations evidenced thereby (including principal, interest costs, fees and other charges) to the terms of the Notes, and any modifications, renewals, or extensions thereof;
2. The strict performance, observance, and compliance with all the terms, conditions, and obligations to be performed, observed, and complied with by HMA under that certain Amended Construction and Permanent Loan Agreement (herein referred to as