

Event of Default exist in the payment or performance of any obligations under the terms of the Notes, the Amended Loan Agreement, or this mortgage, Mortgagee may, at any time at Mortgagee's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Premises or otherwise, upon any indebtedness or obligation secured hereby in such manner and order as Mortgagee may elect. The receipt, use, or application of any such sums paid to Mortgagee hereunder shall not be construed to affect the maturity of any indebtedness secured by this mortgage or any of the rights or powers of Mortgagee under the terms of the Notes, the Amended Loan Agreement, or this mortgage, or any of the obligations of Mortgagor under the Notes, the Amended Loan Agreement, or this mortgage.

Provided, however, for so long as title and control of the Premises remains solely with Haywood Mall Associates; 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 on the land described in Exhibit "A" hereof 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)

