

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Premises or the Property.

10. That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty, or other additional securities, Mortgagee may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default or any right or power, whether exercised hereunder or contained herein, or in any such other security.

11. Mortgagor will furnish or cause to be furnished to Mortgagee as soon as available, and in any event within ninety (90) days after the end of each fiscal year of the Mortgagor a balance sheet of the Mortgagor and a statement of earnings from the land described in Exhibit "A" hereof both of which shall be acceptable to Mortgagee, as of the end of such period, all in reasonable detail and accompanied by an opinion of independent certified public accountants subject only to qualification reasonably acceptable to Mortgagee, who have examined such statements in accordance with generally accepted auditing standards; provided, however, that so long as (a) Haywood Crossing One (subject to the interests of Goldsmith and Timmons, as aforesaid) retains title to the Premises and (b) so long as Haywood Holding Company maintains at least fifteen percent (15%) interest in Haywood Crossing One, as General Partner in Haywood

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