

or in any manner limit or impair the exercise and enforcement of any right or remedy Mortgagee may have in the Event of any Default under this Mortgage, the Note, or in any other instrument evidencing or securing the subject loan, whether such rights are created by such instruments or are now or hereafter provided or permitted by law or in equity. This Mortgage constitutes a mortgage upon all of the fee and leasehold ownership of the Property which is the subject of this Mortgage, including the Premises described in Exhibits A, B, and C hereto. Mortgagor for themselves and all who may claim by, through, or under them, or any of them, hereby waive, to the extent that such waiver may be given lawfully, all rights to have the Property which is subject to the lien of this Mortgage, or any part thereof, or any other collateral or security given for this Mortgage, marshalled or the equitable two-fund doctrine applied thereto 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 in Exhibit "A," attached hereto as "HAYWOOD MALL ASSOCIATES PARCEL," New South covenants that it is lawfully seized and possessed of an indefeasible estate in the fee simple to the real property described and designated in said Exhibit "B" as "NEW SOUTH DEVELOPMENT PARCEL" and Haywood covenants that it is lawfully seized and possessed of an indefeasible estate in fee simple to the real property described and designated in said Exhibit "C" as "HAYWOOD PROPERTIES PARCEL," 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