

legal title, transferred to Monumental Properties Trust all of Monumental Corporation's beneficial right, title and interest to the premises, Monumental Corporation joins herein for the sole purpose of conveying all of its right, title and interest to the property described herein to the Mortgagee as provided in this mortgage, but subject to the agreement of the Mortgagee as hereafter more fully set forth exculpating Monumental Corporation from personal liability and other performance hereunder; and

WHEREAS, New South and Haywood, two of the parties designated as "Mortgagor," did by separate ground leases (the "Ground Leases") demise and lease to HMA certain portions of the Premises, New South being the lessor to HMA of that portion of the premises described in Exhibit B and Haywood being lessor to HMA of that portion of the Premises described in Exhibit C. Pursuant to the terms of the Ground Leases, New South and Haywood agreed to execute a mortgage upon their respective properties in order to enable HMA as lessee under the Ground Leases to obtain (under the circumstances and conditions specified in the Ground Leases) a loan upon the entire fee simple title to the Premises. Whether or not this Mortgage, the Note secured hereby or any other instrument evidencing and securing the subject loan comply with the terms and conditions of the Ground Leases as they pertain to the execution by each lessor thereunder of a mortgage, New South and Haywood have, pursuant to the applicable provisions of the Ground Leases, executed this Mortgage for the purposes of subjecting their respective interests in the Premises to the lien created hereby and all the terms and conditions hereof and New South and Haywood do each hereby waive each and every requirement of the Ground Leases that this Mortgage, and the Note secured hereby or any other document evidencing or securing the subject loan, including any and all extensions or renewals