

thereof, comply with the terms and provisions of the Ground Leases. In the event there are any conflicts between any provisions of the Ground Leases and this Mortgage, the Note, or any other instrument evidencing or securing the subject loan, the provisions of this Mortgage, the Note and such other instruments evidencing or securing the subject loan shall control over the Ground Leases and the conflicting provisions of the Ground Leases are hereby waived for the purposes of this Mortgage, the Note and said other instruments; provided, however, nothing in this sentence shall be construed so as to affect the rights and obligations of New South, Haywood and HMA under the Ground Leases as between themselves. New South and Haywood, as owners of the fee in and to those portions of the Premises shall be bound by their respective covenants, warranties and agreements herein and the covenants, warranties and agreements of the Mortgagor herein with respect to title, further assurances (including the execution of such other and additional instruments and supplements to this Mortgage and the other instruments evidencing and securing the subject loan as may be required hereby or such other instruments or either of them) and their waivers of the right of redemption and right to have the mortgaged Premises marshalled in the event of foreclosure of this Mortgage, but New South and Haywood shall not be obligated to pay the indebtedness evidenced by the Note and secured hereby or otherwise be obligated to perform any of the covenants or agreements of this Mortgage, anything herein appearing to the contrary notwithstanding; provided, however, nothing in this paragraph limiting the obligations of New South and Haywood under this Mortgage shall in any manner affect the validity of this Mortgage or the enforcement of this Mortgage against the Mortgagor in accordance with the terms and provisions hereof