

specific obligation on Mortgagee to pay said taxes or to impose any liability on Mortgagee for non-payment of the same, provided, Mortgagee shall not use any of such funds for any other purposes. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee pending disbursement or application hereunder. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payments which has been applied by Mortgagee on the principal of or interest on the indebtedness secured hereby) sums sufficient to fully pay such Impositions before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee as herein elsewhere provided, or at the option of Mortgagee the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Mortgagor secured hereby. Should any Event of Default exist in the payment or performance of any obligations under the terms of the Note, the 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 Property 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 Note, the Loan Agreement, or this Mortgage, or any of the obligations of Mortgagor under the Note, the Loan Agreement, or this Mortgage.

Provided, however, for so long as title and control of the mortgaged premises remains solely with Haywood Mall Associates;