

ately prior to its merger into Monumental Corporation, with the result that the legal title to the share of Monumental Properties Trust in such portion of said real property is vested in Monumental Corporation while all beneficial interest to such portion thereof as was previously owned by Monumental Haywood, Inc., is now vested in Monumental Properties Trust, and

WHEREAS, subject to such legal title to said portion of the Premises being vested in Monumental Corporation, HMA is the owner of the fee and the leasehold title to real property, which is more particularly described in Exhibits "A", "B" and "C" attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the unrecorded agreement between Monumental Corporation and Monumental Properties Trust, effective July 1, 1978, whereby Monumental Corporation, retaining only legal title, transferred to Monumental Properties Trust all of Monumental Corporation's beneficial right, title and interest to the Premises, as that term is hereinafter defined, Monumental Corporation joins herein for the sole purpose of conveying all of its right, title and interest to the Premises 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," under the Mortgage did by separate ground leases demise and lease to HMA certain portions of the Premises, (the ground lease with Haywood being herein referred to as the "Ground Lease"), and Haywood being lessor to HMA of that portion of the Premises identified as the "Haywood Property Parcel" and described in Exhibit A. HMA has subsequently acquired the interest of New South in and to the portion of the Premises

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