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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 its waiver of the right of redemption and right to have the portion of Premises owned by Haywood marshalled in the event of foreclosure of this mortgage, but Haywood shall not be obligated to pay the indebtedness evidenced by the Notes 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 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 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, as hereinafter defined, under this mortgage, the Notes, 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 Premises which is the subject of this mortgage. 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 Premises 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

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