

over the Ground Lease and the conflicting provisions of the Ground Lease are hereby waived for the purposes of this Mortgage, the Note and said other instruments; provided, however, nothing herein shall be construed so as to affect the rights and obligations of Haywood, Goldsmith and Timmons, under the Ground Lease as between themselves. Goldsmith and Timmons as owners of the fee in and to such portion of the Premises shall be bound by their 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 waiver of the right of redemption and right to have the Premises marshalled in the event of foreclosure of this Mortgage, but Goldsmith and Timmons 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 Goldsmith and Timmons 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 owner