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M. O. F. M. O. G. E.  
GREENVILLE, S. C.This Mortgage indenture, executed this 3 day of November A.D.,  
19 71, by Trans East Development Corp. PH '71

of the County of Dade, State of FLORIDA, hereinafter called the Mortgagor or Borrower, which term as used in every instance shall include the Mortgagor's or Borrower's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary by act of the parties or involuntary by operation of law and shall denote the singular and/or plural, and the masculine and/or feminine and natural and/or artificial persons, whenever and wherever the context so requires or admits, parties of the first party, and Jack R. Courshon, as nominee of the Trustees of Median Mortgage Investors, a Massachusetts Business Trust, with power to satisfy, discharge, release, foreclose, assign and/or transfer the within Mortgage, and to execute deeds of conveyance and deed restrictions, and to designate a substitute nominee in his stead, c/o Median Mortgage Advisory Corporation, 801 Forty-First Street, Miami Beach, Florida

hereinafter called the Mortgagee or Lender, which term as used in every instance shall include the Mortgagee's or Lender's successors, legal representatives, and assigns, including all subsequent assignees, either voluntary or by act of the parties or involuntary by operation of law.

## W I T N E S S E T H:

That for divers good and valuable considerations, and to secure the payment of an indebtedness in the sum of One Million One Hundred Sixty-Three Thousand and NO/100-----Dollars (\$1,163,000.00), lawful money of the United States of America, which sum is to be paid, with interest thereon, according to a certain Promissory Note of even date herewith, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, the following described land, buildings, improvements, fixtures, furniture, appliances and other personal property, of which the Mortgagor is now seized and possessed, and in actual possession, situate in the County of Greenville, State of South Carolina, hereinafter referred to as the "Premises" and legally described as follows:

See Schedule "A" attached hereto and incorporated herein by reference.

Together with the following property and rights (the Premises, together with such property and rights, being hereinafter collectively called "Mortgaged Property" or "Property"):

(a) all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, and in and to the appurtenances thereto:

(b) all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter located in said building or upon the Premises, or any part thereof, and used or usable in connection with any present or future occupancy of said building and now owned or hereafter acquired by Mortgagor (hereinafter called Building Equipment) including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors; it being understood and agreed that all Building Equipment is part and parcel of the Premises and appropriated to the use thereof and, whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Building Equipment; and

(c) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any other injury to or decrease in the value of the Premises, or proceeds of insurance awards, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable attorneys' fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

(d) all leases of the Premises now and hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations

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