

FILED
GREENVILLE CO. S. C.

MORTGAGE AND SECURITY AGREEMENT

JAN 29 4 00 PM '74
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

LEATHERWOOD, WALKER, TODD & MANN

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter called Mortgage) made this 29th day of January, 1974, between Greenville Plaza Associates, a South Carolina limited partnership, Mortgagor, and THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York Corporation, having its Home Office at 1740 Broadway, New York, New York 10019, the Mortgagee.

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TO SECURE THE PAYMENT of an indebtedness in the sum of Five Million Two Hundred Thousand and No/100 (\$5,200,000.00) Dollars, lawful money of the United States, to be paid with interest thereon, according to a note, bearing even date herewith, payable in installments, the last of which matures on January 1, 2007, to which note reference is hereby made, Mortgagor has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Mortgagee, all the right, title and interest of the Mortgagor in and to that certain leasehold estate, (together with the buildings and improvements thereon erected or hereafter erected) created by a ground lease dated the 22nd day of February, 1972, a memorandum of which is recorded in Volume 938, at Page 500 in the R.M.C. Office for Greenville County, South Carolina, between The Peoples National Bank, Greenville, South Carolina, as Lessor and Greenville Plaza Associates, as Lessee, covering inter alia that certain piece, parcel or tract of land situate, lying and being in Greenville County, South Carolina, more particularly described in Exhibit A annexed hereto and made a part of this Mortgage and Security Agreement insofar as said leasehold estate relates to the property described in said Exhibit A.

TOGETHER WITH ALL BUILDINGS, structures and other improvements now or hereafter located on the property described in said Schedule A, or any part and parcel thereof, the easements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all estate and right, title and interest of Mortgagor in and to said premises, and in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof.

TOGETHER WITH every right, title and interest of the tenant under the ground lease in and to the real estate and improvements thereby demised whether now owned or hereafter acquired or constructed, including all other and additional title, estates, interests or rights hereinafter acquired, including specifically any options to purchase the fee underlying the aforesaid lease.

TOGETHER WITH (a) all modifications, extensions and renewals of the lease; (b) all credits, deposits, options, privileges and rights of the Mortgagor as lessee under the lease; (c) all the rents, issues and privileges in or of said leasehold estate which hereby are specifically assigned, transferred and set over with the same force and effect as if each and all the persons who are now or hereafter may become tenants of said buildings were known and herein expressly named.