

created or suffered by them or those under whom they claim, except easements, covenants, conditions, and restrictions now of record in the office of the Register of Mesne Conveyances of Greenville County, and that they will warrant and defend the title to said Premises unto the Mortgagee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

NOW, KNOW ALL MEN that the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing to the Mortgagee of:

1. The payment thereof to the Mortgagee according to the terms of the \$16,300,000 Note and any modifications, renewals, or extensions thereof;

2. The strict performance, observance, and compliance with all the terms, conditions, and obligations to be performed, observed, and complied with by HMA under that certain Construction and Permanent Loan Agreement (herein referred to as the Loan Agreement) of even date herewith between HMA and Mortgagee, and any amendments thereto and modifications thereof, it being understood and agreed by all parties hereto that all capitalized terms used herein, if not defined in this Mortgage, have the meanings assigned to them in the Loan Agreement; and

3. The strict performance, observance, and compliance with each agreement of Mortgagor herein contained or incorporated herein by reference; and also in consideration of the further sum of Three and no/100 Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, all that certain real