

FILED  
GREENVILLE CO. S. C.

1433 12418

JAN 17 10 03 AM '80

SCOTT S. DENNERSLEY

STATE OF SOUTH CAROLINA ) MORTGAGE OF REAL ESTATE  
COUNTY OF GREENVILLE ) AND SECURITY AGREEMENT

THIS MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT ("Mortgage") is made this 16<sup>th</sup> day of January, 1980, between the Mortgagor, McAlister Limited Partnership, a Maryland limited partnership, whose sole general partners are Herman A. Weitzbuch and S.M.L.J., Inc. a Maryland corporation; and the Mortgagee, Algemene Bank Nederland N.V. organized under the laws of the Netherlands. The address of Mortgagee is Vijzelstraat 32, Amsterdam, The Netherlands.

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000.00) (or so much as may be advanced on the hereinafter referenced Note) which indebtedness is evidenced by Mortgagor's Promissory Note of even date herewith ("Note"), providing for payment of principal and interest as stated in the Note, which, if not sooner paid, shall be due and payable not later than January 16, 1995, or at such earlier maturity date as may be designated by Mortgagee pursuant to the terms thereof.

NOW, KNOW ALL MEN, that the said Mortgagor, for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said Note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

(a) All those pieces, parcels or lots of land with the buildings and improvements thereon, more particularly described in Schedule "A" attached hereto and made a part hereof.

(b) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein or used in connection therewith; such other goods, equipment, chattels and personal property as are usually owned, utilized or furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever now or hereafter situate on the premises or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as

GCTO --- 1 JAN 17 80 906

18.00CI

18  
1  
7  
0

4328 RV-2