ticularly described in Exhibit "A" attached hereto and by reference made a part hereof, identified in Exhibit "A" as "Ground Portion"; and

WHEREAS, Fee Owner is also the owner, holder and beneficiary of those easements (hereinafter the "Easements") and of those air rights (hereinafter the "Air Rights") each described in Exhibit "A" attached hereto and by reference made a part hereof and identified in Exhibit "A" respectively as "Easements" and "Air Rights Portion"; and

WHEREAS, Fee Owner, as Landlord, and Mortgagor, as Lessee, have entered into a lease of said property described in Exhibit "A" (said property described in Exhibit "A" hereof hereinafter being called the "Land") and of the Easements and Air Rights, said lease being dated the 14th day of August , 1980 (said lease being hereinafter called the "Land Lease"); and

WHEREAS, The City of Greenville, South Carolina is the owner in fee simple of the real estate situated in Greenville, South Carolina and more particularly described in Exhibit "B" attached hereto and by reference made a part hereof (hereinafter called the "City Property"); and

WHEREAS, The City of Greenville, as Landlord, and Mortgagor, as Lessee, have entered into a Project Agreement which creates a lease of the City Property and of all improvements thereon, therein and thereunder, said Project Agreement being dated January 22, 1979 and being amended by Supplemental Agreement dated April 30, 1980 and by Assignment and Confirmation of Project Agreement dated October 15 , 1980 (hereinafter called the "City Lease");

NOW, THEREFORE, Mortgagor and Fee Owner in consideration of the aforesaid debt, and also in consideration of the further sum of TEN ($10.00) DOLLARS to them in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said Indebtedness as in said Note provided, (2) payment of all other moneys secured hereby and (3) the per-