

WHEREAS, the Borrower has agreed that if the Note and all interest thereon have not been fully paid on or before March 31, 1984, Borrower shall have the right to extend such maturity date for 24 one-month extensions by paying to Lender monthly extension fees in the amount of One Thousand Three Hundred Seventy-Five and 00/100 Dollars (\$1,375.00) each ("Extension Fees"); and

WHEREAS, Owner is the owner of the fee simple title to the parcel of land hereinafter described and has leased the same to Borrower by lease dated March 18, 1983 (herein the "Lease") for a term of 40 years and 6 months together with the right to extend the same for 2 additional 5 year terms.

WHEREAS, the Owner and Borrower desire to secure the payment of the Extension Fees and the Note with interest and any renewals or extensions thereon, in whole or in part, and of the additional payments hereinafter agreed to be made by a conveyance of the lands and a grant of the security interests hereinafter described;

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, and in further consideration of the sum of One Dollar (\$1.00) paid to the Owner and Borrower by the Lender, the receipt of which is hereby acknowledged, the Owner and Borrower have given, granted, bargained, sold, mortgaged and conveyed, and by these presents do give, grant, bargain, sell, mortgage and convey unto the said Lender, its successors and assigns, the following-described parcel of land lying and being in the County of Greenville, State of South Carolina, and being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

Together with all and singular all furnishings, fixtures, equipment and other articles of personal property (except as hereinafter limited) located upon the above-described property or hereafter acquired and located thereon and used in connection with the operation and maintenance of the improvements situate thereon.

TO HAVE AND TO HOLD unto the Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage (all of the foregoing being herein referred to as the "Property").

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