

FILED
GREENVILLE, S.C.
AUG 31 5 01 PM '83
JOHN W. ...
R.M.C. ...

LENDER'S ADDRESS: FIRST UNION NATIONAL BANK
LOAN-8
CHARLOTTE, NORTH CAROLINA 28288

STATE OF SOUTH CAROLINA

MORTGAGE

COUNTY OF GREENVILLE

THIS MORTGAGE is made this 31st day of August, 1983, between ASSO-
CIATED REALTY INVESTORS/PIEDMONT CENTER, A NORTH CAROLINA LIMITED PARTNERSHIP
(hereinafter referred to as "Borrower") and FIRST UNION NATIONAL BANK (here-
inafter referred to as "Lender"):

WITNESSETH THAT, WHEREAS, Borrower is indebted to Lender for money loaned
for which Borrower has executed and delivered to Lender a Note of even date
herewith in the principal sum of One Million Eight Hundred Thousand Dollars
(\$1,800,000.00), the final payment of which is due on September 1, 1988 toge-
ther with interest thereon as provided in said Note;

AND WHEREAS, to induce the making of said loan, Borrower has agreed to
secure said debt and interest (together with any future advances) and the
undertakings prescribed in the Note and this Mortgage by the conveyance of the
premises hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid loan, and for the
purpose of securing the payment thereof to Lender according to the terms of the
Note and all other amounts owing by Borrower to Lender under the Note or the
Mortgage, and also in consideration of the sum of Ten Dollars (\$10) to it, the
said Borrower, in hand well and truly paid by the Lender, at and before the
sealing and delivering of these presents, and other good and valuable consid-
erations paid by Lender to Borrower prior to the execution and delivery hereof,
the receipt of all of which is hereby acknowledged, the Borrower has bargained,
sold, released and granted a security interest in and by these present does
hereby bargain, sell, release and grant a security interest unto Lender, its
successors and assigns in all of that certain tract or parcel of land situ-
ated, lying and being in Greenville County, South Carolina and being more
particularly described in Exhibit A attached hereto and made a part hereof and
incorporated herein by reference as though fully set out herein, together with
improvements, equipment and fixtures now or hereafter attached to or used in
connection with the premises (hereinafter collectively referred to as
"premises").

TO HAVE AND TO HOLD the same with all privileges and appurtenances there-
unto belonging to Lender, its successors and assigns, for the purposes herein-
after set out. Borrower covenants with Lender that Borrower is seized of, and
has the right to convey, the premises, in fee simple; that the premises are
free and clear of all encumbrances except for the "Senior Mortgages" described
below; and that Borrower will warrant and defend title to the premises against
the lawful claims of all persons whomsoever.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
DOCUMENTARY
STAMP TAX
720.00

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