

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

GREENVILLE
SEP 1 4 14 PM '83

WADE HAMPTON MALL SHOPPING CENTER, GREENVILLE, SOUTH CAROLINA

TO WHOM THESE PRESENTS MAY CONCERN: JACK E. SHAW, AS TRUSTEE UNDER WRITTEN AGREEMENT, DATED AUGUST 1, 1983,

(hereinafter referred to as Mortgagor),

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto GREENVILLE ASSOCIATES, A Maryland Limited Partnership, 32 South Street, Suite 300, Baltimore, Maryland 21202.

(hereinafter referred to as Mortgagee) as evidenced by Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Thousand and no/100ths (\$200,000.00)

-----DOLLARS with interest thereon as provided in said promissory note(s), said principal and interest to be paid as therein stated, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, readvances on the debt or for any other purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable June 10, 1990.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof 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, that described real estate set forth on Exhibit A, attached hereto, incorporated herein by reference as though fully set forth.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all additions and materials to be used in the expansion, improvement, construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus and other chattels and personal property now or hereafter on said premises, whether affixed or annexed as a part of the realty or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, (excluding trade fixtures and chattels brought upon the premises and owned by any Tenant or Lessee of the Mortgagor) and all rents, issues and profits which may arise or be had from any portion or all of said premises, whether or not covered by the terms of any Leases, assignment of Leases and rentals given by Mortgagor to Mortgagee as further security for the aforesaid indebtedness.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns, forever.

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