

09/15/1983

FILED
GREENVILLE
SEP 19 11 52 AM '83

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This Mortgage is made as of September 16, 1983 by Greenville Properties Limited Partnership, a Massachusetts limited partnership, (the "Mortgagor") to Mortgage Growth Investors (the "Mortgagee"), a Massachusetts business trust. To secure the Mortgagor's \$4,036,300 Note of even date payable to the Mortgagee (the "Note") and the obligations of the Mortgagor under this Mortgage, the Mortgagor hereby mortgages, grants, and conveys to the Mortgagee, subject to the terms of this Mortgage, the real property (the "Property") described in Exhibit A to this Mortgage including the improvements thereon (the "Improvements") and grants to Mortgagee a security interest under the Uniform Commercial Code in the personal property (the "Equipment") now owned or hereafter acquired by the Mortgagor and used in connection with the Property. Upon full payment of the Note and performance of all other obligations of the Mortgagor under this Mortgage, this Mortgage shall be void and the Mortgagee shall execute and deliver to the Mortgagor a release of this Mortgage in recordable form.

In consideration of the making of the loan evidenced by the Note and mutual covenants contained herein, the Mortgagor and the Mortgagee agree as stated below.

1. Performance of Note and Loan Agreement. Subject to the terms of this Mortgage, Mortgagor shall perform its obligations under the Note and the Loan Agreement (the "Loan Agreement") of even date herewith between the Mortgagor and the Mortgagee.
2. Title. Except as permitted by this Mortgage, Mortgagor shall not create or suffer to exist any encumbrance prior to this Mortgage other than those existing at the time of recording of this Mortgage.
3. Insurance. The Mortgagor (i) shall keep the Improvements and the Equipment insured against loss or damage by fire and such other hazards as the Mortgagee shall from time to time require in amounts approved by the Mortgagee and not exceeding in the aggregate 100% of the full insurable value of the Improvements and the Equipment and (ii) shall maintain rental value insurance in an amount equal to one year's rent and such other forms of insurance coverage with respect to the Property as the Mortgagee shall from time to time reasonably require in such reasonable amounts as the Mortgagee may request. All policies of insurance (the "Policies") shall be issued by an insurer lawfully doing business in South Carolina and acceptable to the Mortgagee and shall contain a standard clause satisfactory to the Mortgagee naming the Mortgagee as the person to which all payments made by such insurance company shall be paid. The Mortgagor shall pay the premiums for the policies as the same become due and payable. No later than thirty (30) days prior to the expiration date of

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STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 TAX STAMP
 900.00

STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 TAX STAMP
 714.50

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