

FILED
GREENVILLE, S.C.

BOOK 1831 PAGE 416

STATE OF SOUTH CAROLINA)
COUNTIES OF GREENVILLE,)
SPARTANBURG AND ANDERSON)

TRIPPLICATE ORIGINAL
MORTGAGE OF
LEASEHOLD ESTATE AND AFFIDAVIT
SECURITY AGREEMENT FILED *OH*

0419

TO ALL WHOM THESE PRESENTS MAY CONCERN: JIF PARTNERSHIP, a Maryland general partnership, sometimes hereinafter referred to as "Mortgagor", SEND GREETINGS:

THIS Mortgage and Security Agreement is hereinafter referred to as the "mortgage."

WHEREAS, the said Mortgagor is well and duly indebted unto OLD COURT SAVINGS AND LOAN, INC., a Maryland Corporation, hereinafter called "Mortgagee", as evidenced by the written promissory note of Mortgagor of even date herewith, hereinafter called "the Note", the terms of which are incorporated herein by reference in the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100 (\$550,000.00) DOLLARS, with interest thereon as set forth in said Note, both principal and interest to be due and payable in accordance with the terms of said Note.* Both principal and interest are payable in lawful money of the United States of America to Mortgagee, its successors or assigns, and are to be secured by this conveyance, as will more fully appear by reference to said Note; and

WHEREAS, the said Mortgagor is the tenant under certain Lease Agreements and in connection therewith is the owner of leasehold interests created thereby, the aforesaid lease agreements and leasehold interests being more fully described in Schedule A attached hereto and made a part hereof, and the land and improvements covered under said lease agreements, and included within said leasehold interests, being more fully described in Schedules A-1 through A-5, attached hereto and made a part hereof, said land and improvements being sometimes referred to herein as the "Premises";

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof to the Mortgagee according to the terms of the said Note, and also in consideration of the further sum of THREE AND NO/100 (\$3.00) DOLLARS 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 hereby grant, bargain, sell and release unto the Mortgagee, the leasehold interests which are described in Schedule A attached hereto and made a part hereof.

TOGETHER with all and singular the rights, members, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

* provided however, if not sooner paid, the entire principal amount outstanding and accrued interest shall be due and payable November 12, 2003.

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