

FILED
GREENSBORO, N.C.

1037-1984

MORTGAGE OF REAL AND PERSONAL PROPERTY

THIS MORTGAGE, Made this 3RD day of November, 19 83, between La Vista Associates, LTD.

(hereinafter called the "Borrower"), Mortgagor, and Amshel Properties Inc., a Florida Corporation and John K. Sisk (hereinafter called the "Lender"), Mortgagee:

WITNESSETH:

WHEREAS, "Borrower" is justly indebted to "Lender" in the principal sum of Two million three hundred thousand and no/100 DOLLARS (\$2,300,000.00), as evidenced by a certain promissory note of even date herewith, according to its terms, the final payment of which is due on ~~the 15th day of~~ January 15, 19 86, executed by "Borrower" and delivered to "Lender", and by reference being made a part hereof to the same extent as though set out in full herein:

NOW, THIS INDENTURE WITNESSETH, to secure the performance and observance by the "Borrower" of all the covenants and conditions in the note and in this mortgage contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the "Borrower" duly paid by the "Lender" on or before the ensealment and delivery of this mortgage, and for other valuable considerations, the receipt whereof is hereby acknowledged, the "Borrower" has executed and delivered this mortgage and has granted, bargained, sold, aliened, remise, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, and by these presents does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over warrant and confirm unto the "Lender" and its successors and assigns, forever, all of the following described land, real estate, buildings, improvements, fixtures, furniture and other personal property (which together with any additional such property hereafter acquired by the "Borrower" and subject to the lien of this mortgage or intended to be so, as the same may from time to time constitute, is hereinafter sometimes referred to as the Mortgaged Property), to-wit:

(A) The following land (hereinafter called the "Land"):

See attached Exhibit A.

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