

R84-45

This document was prepared by and should be returned to:

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Atlanta, Georgia 30383-3101

STATE OF GEORGIA

COUNTY OF FULTON

MORTGAGE AND SECURITY AGREEMENT

This Mortgage is made as of this 25th day of April, 1984, by TEMPO PARTNERSHIP, a Georgia general partnership, all of the general partners of which are GERALD A. BLONDER, DAVID BERKMAN, and MICHAEL J. BLONDER ("Mortgagor") whose address is c/o Tempo Management, 2190 Plastic Road, N.E., Atlanta, Georgia 30345 to and in favor of THE FIRST NATIONAL BANK OF ATLANTA, a national banking association whose address is Box 4148, Atlanta, Georgia 30302, Attention: Real Estate Finance Division ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$4,200,000.00 together with interest thereon, as evidenced by that certain Real Estate Note (the "Note") of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due not later than March 31, 1987, and which by reference is made a part hereof to the same extent as though set out in full herein.

NOW, THEREFORE, (a) to secure the performance and observance by Mortgagor of all covenants and conditions contained in the Note, in any renewal, extension or modification thereof, in this Mortgage and Security Agreement and in all other instruments securing the Note; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina 1976; (i) all future advances and re-advances that may subsequently be made to Mortgagor by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof; provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Mortgagor and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and (d) for and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by Mortgagee to Mortgagor this date, and for other valuable consideration, the receipt of which is acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to the following, all of which, together with additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property":

(a) All of the land in the County of Greenville, State of South Carolina described on Exhibit A attached hereto and made a part hereof, to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple;

APR 27 1 13 PM '84
JONNIE S. TANKERSLEY
R.H.C.
REC'D
APR 26 1984
MICHIGAN

2100
10801

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
APR 27 1984
990.00

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX
APR 27 1984
690.00

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