

subject to the terms and conditions hereinafter set forth, all its right, title and interest in, to and under that certain leasehold estate in all land, and buildings and improvements erected thereon, lying, being and situate in Greenville County, South Carolina, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), which leasehold estate was created by that certain Lease Agreement between Pelham Interstate Joint Venture, as Landlord, and Heberlein Patent Corporation, as Tenant, dated April 7, 1972, Memoranda of which were recorded in Deed Book 941 at Page 329 and Deed Book 959 at Page 449, all in the R.M.C. Office for Greenville County. By mesne conveyances the leasehold interest in the Property was assigned to Mortgagor, the assignment to Mortgagor being evidenced by that certain Memorandum of Assignment and Assumption of Lease recorded July 21, 1983 in Deed Book 1192 at Page 770 in the R.M.C. Office for Greenville County. Said Lease Agreement has been amended by (i) an Assignment and Assumption of Lease dated July 18, 1983 by and between Heberlein American Incorporated (formerly Heberlein Patent Corporation), Heberlein Leasing Corporation, Arova Ag, Ernest L. Frankl Corporation, Landlord and Mortgagor, and (ii) an Option Agreement dated July 18, 1983 by and between Landlord and Mortgagor, as amended by that certain First Amendment to Option Agreement dated July 18, 1983 between Landlord and Mortgagor (said Option Agreement, as so amended, being evidenced by a Memorandum of Option Agreement as recorded in Deed Book 1192 at Page 764 in the R.M.C. Office for Greenville County, and being hereinafter referred to as the "Option Agreement"). Said Lease Agreement, as so amended by said Assignment and Assumption of Lease and the Option Agreement, is hereinafter referred to as the "Lease Agreement".

TOGETHER WITH all of Mortgagor's right, title and interest in, to and under the Option Agreement.

TOGETHER WITH all and singular the Mortgagor's right, title and interest in and to the rights, members, hereditaments, and appurtenances to the said Property belonging, or in any way incident or appertaining.

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents [The rents have also been assigned to the Mortgagee pursuant to a separate assignment of rents and leases of even date (the "Assignment")].