

VOL 1690 586

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

)
) MORTGAGE, SECURITY AGREEMENT
) AND ASSIGNMENT OF LEASE(S)

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASE(S) (the "Mortgage"), made as of this twentieth (20th) day of November, 1984, by GREENVILLE HOTEL ASSOCIATES LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of South Carolina composed of Robert A. Dean, E. L. Pooser, Jr. and C. Parker Dempsey as its General Partners (hereinafter referred to as "Mortgagor") to SOUTH CAROLINA FEDERAL SAVINGS BANK, with an address at 1500 Hampton Street, Columbia, South Carolina 29202, its successors and assigns (herein called the "Mortgagee"), pursuant to the terms of that certain Mortgage Note of even date herewith between the Mortgagor and the Mortgagee (the "Mortgage Note"), a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein and made a part hereof as if set forth herein verbatim.

WITNESSETH:

WHEREAS, pursuant to the Mortgage Note, the Mortgagor is indebted to the Mortgagee in the principal sum of Six Hundred Thousand and no/100 Dollars (\$600,000.00), together with interest thereon at the rate and according to the terms and conditions, including maturity date, set forth therein; and

WHEREAS, the Mortgagor is indebted to the Mortgagee for such other amounts as may be prescribed by or come due under this Mortgage or the Mortgage Note (hereinafter collectively referred to as the "Loan Documents") in accordance with the terms and conditions thereof (such amounts, together with the indebtedness evidenced by the Mortgage Note, being hereinafter referred to, in whole or in part, as the "Mortgage Indebtedness");

NOW, THEREFORE, in consideration of the aforesaid indebtedness, whether now existing or hereafter arising, and for the better securing of the payment thereof, including any renewal, extension or modification thereof and in accordance with Section 29-3-50, as amended, of the Code of Laws of South Carolina (1976), all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee under the Mortgage Note or pursuant to the terms of the Senior Mortgage Rider attached hereto (including without limitation the conversion, if any, of accrued interest to principal) but nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or readvances to Mortgagor except to the extent expressly set forth in the Mortgage Note; provided, however, that said indebtedness and all other sums secured hereby shall in no event exceed \$3,000,000, plus interest thereon and all charges and expenses of collection incurred by Mortgagee, including court costs and attorney's fees; and also in consideration of the further sum of FIVE DOLLARS (\$5.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and

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