

Drawn by and mail to: Bradley, Guthery, Turner and Curry, Attorneys  
900 Cameron-Brown Building, Charlotte, N. C. 28204

**GREENVILLE COUNTY**  
**PURCHASE MONEY AND WRAPAROUND**  
**MORTGAGE**

1693 302

THIS MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, made this 17th day of November, 1984, between GROUP W. PROPERTIES, LTD., a North Carolina corporation with its principal office at 1508 East Fourth Street, Charlotte, North Carolina, 28204 (herein "Mortgagor"), its successors and assigns, and CROWN INNS OF GREENVILLE, a South Carolina Partnership consisting of Crown Inns of America, Inc., a corporation, and Gerald C. Wallace, Jr., as General Partners, the mailing address of said Partnership being 8005 Rappahannock Avenue, Jessup, Maryland 20794 (herein "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00), which indebtedness is evidenced by Mortgagor's note dated the 15th day of November, 1984 (herein "Note"), providing for monthly installments of interest and periodic installments of principal, with the balance of the indebtedness, if not sooner paid, due and payable on the 15th day of November, 1993;

NOW, THEREFORE, for valuable consideration and for the purpose of securing (1) payment by Mortgagor of the obligation evidenced by or described in the aforesaid Note; and (2) performance of each agreement, covenant, warranty or representation of Mortgagor contained in this Mortgage, in the Note and in the Agreement of Sale and Purchase covering the properties hereinafter described, made by and between Mortgagor and Mortgagee and dated the 17th day of September, 1984 (which Agreement is made a part hereof); and (3) payment of all sums advanced by Mortgagee to protect the Property (described below), with interest thereon at the Default Rate from the date advanced to the date of payment; and (4) interest at the Default Rate as set forth herein and in the Note; Mortgagor does hereby grant, bargain, sell, remise, mortgage, convey and confirm unto Mortgagee, and its successors and assigns, the real property in Greenville County, South Carolina, described in "Exhibit A" attached hereto and incorporated herein.

TOGETHER with the following:

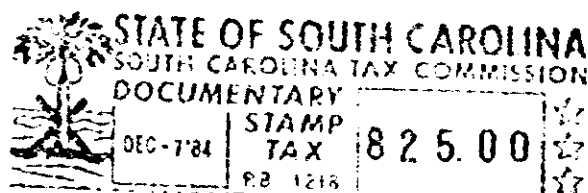
(a) rents, issues and profits thereof, subject, however, to the right, power and authority given to and conferred upon Mortgagor to collect and apply such rents, issues and profits;

(b) all right, title and interest of Mortgagor in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said real property, and in and to the appurtenances thereto;

(c) all and singular the tenements, hereditaments, easements, appurtenances, riparian rights and other rights and privileges thereof, or in any way now or hereafter appertaining thereto, including any other claims at law or in equity, as well as any after-acquired title;

(d) all buildings and improvements of every kind and description now or hereafter erected or placed on said real property and all materials intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter so erected;

(e) all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever owned or hereafter acquired by Mortgagor, or in which Mortgagor has an interest, and now or hereafter located on or



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