

TOGETHER WITH all of Mortgagor's and Fee Owner's right, title, and interest in and to all leases, licenses, rents, issues and profits as to or arising out of the Property.

TOGETHER WITH all the estate, interest, right, title, other claim or demand, which Mortgagor or Fee Owner now has or may hereafter acquire in any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

TOGETHER WITH all the estate, interest, right, title and other claim or demand which Mortgagor or Fee Owner now has or may hereafter acquire with respect to the proceeds of insurance in effect with respect to all or any part of the Property.

TOGETHER WITH all the estate, interest, right, title and other claim or demand which Mortgagor or Fee Owner now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Property, including without limitation, damage arising from any defect in or with respect to the design or construction of all or any part of the Improvements and damage resulting therefrom.

TOGETHER WITH all of the right, title and interest of Mortgagor in and to (i) the "Improvements Lease" (as hereinafter defined), (ii) the "Guaranty Agreement" (as hereinafter defined) and (iii) the "Operating Deficit Agreement" (as hereinafter defined).

FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness in the original principal amount of \$35,000,000.00, with interest (accrued and unpaid) and any late charges thereon, evidenced by that certain promissory note due December 1, 1999 (the "Note"), made by Mortgagor, which has been delivered, and is payable, to Mortgagee, a copy of which is attached hereto as a part hereof, incorporated herein by reference and marked Exhibit "C", and 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 Note (including, without limitation, the conversion, if any, of accrued interest to principal), but nothing contained herein shall create an obligation on the part