

STATE OF SOUTH CAROLINA)
) ss
COUNTY OF GREENVILLE)

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FILED
GREENVILLE CO. S.C. 1695 681

Dec 21 3 42 PM '84

SECOND MORTGAGE
(With Security Agreement, Financing Statement
and Assignment of Rents)

THIS INSTRUMENT WITNESSES THAT, the undersigned, PARK ASSOCIATES, a South Carolina Limited Partnership ("Mortgagor"), whose address is 8545 Leesburg Pike, Suite 300, Vienna, Virginia, 22180, for and in consideration of the indebtedness as herein recited and also in consideration of \$10.00 paid by Mortgagee to Mortgagor this date, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged hereby MORTGAGES, WARRANTS, GRANTS, BARGAINS, SELLS, ALIENS, REMISES, RELEASES, ASSIGNS, TRANSFERS, HYPOTHECATES, PLEDGES, DELIVERS, SETS OVER, CONFIRMS and CONVEYS to STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION, a federal corporation chartered by the Federal Home Loan Bank Board ("Mortgagee"), whose address is 481 North Frederick Avenue, Gaithersburg, Maryland 20877, its successors and assigns, forever, all and singular, all of the right, title and interest of Mortgagor in and to the parcels of real property located in Greenville County, State of South Carolina, more particularly described in Exhibit "A" attached hereto and made a part hereof, subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof.

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on said real property and all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings and other improvements (such building or buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the above-described real property which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto the Mortgagee, its successors forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are

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