

FILED
GREENVILLE CO. S.C.

MORTGAGE

DEC 28 10 23 AM '84

THIS MORTGAGE, made as set forth in this 28th day of December, 1984 by WINDMILL APARTMENTS, LTD, a Florida limited partnership whose address is 4740 North State Road Seven, Fort Lauderdale, Florida 33319 ("Mortgagor"), to C.E. RUNION, whose address is Route 10 - Box 165 Gibb Shoal Road, Greer, South Carolina 29651 ("Mortgagee").

Mortgagor has executed and delivered to Mortgagee a promissory note (the "Note") in the principal amount of Three Million Four Hundred Fifty Thousand Dollars (\$3,450,000) with interest thereon payable at the rate and times in the manner specified in the Note, all of which are incorporated herein by reference.

Mortgagor, for the purpose of securing the payment of the Note according to its terms and all extensions, renewals, substitutions and changes in form thereof, together with all interest thereon, has granted, conveyed, mortgaged and confirmed and does hereby grant, convey, mortgage and confirm to Mortgagee, Mortgagee's successors and assigns, all its right, title and interest in and to that certain real property situated in the County of Greenville, State of South Carolina, as described in Exhibit "A" ("Real Estate");

TOGETHER WITH all of Mortgagor's right, title and interest in:

- (1) all buildings and other improvements now or hereafter erected thereon;
- (2) all fixtures, appliances, machinery, inventory, materials and equipment and other articles of personal property owned by Mortgagor and now or hereafter installed in, attached to or situated in or upon the Real Estate or any buildings and improvements now erected thereon;
- (3) any and all tenements, hereditaments and appurtenances belonging to the Real Estate, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Real Estate over ground adjoining the Real Estate;
- (4) all leases now existing or hereafter created on all or any portion of the Real Estate; and
- (5) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

All of the items described in paragraphs 1 through 5 above are collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, hereditaments and appurtenances in any wise appertaining or belonging thereto, unto Mortgagee, Mortgagee's heirs, successors and assigns forever upon the terms and conditions and upon the uses and purposes set forth below.

Mortgagor covenants with Mortgagee that: Mortgagor is lawfully seized of title to the Mortgaged Property; Mortgagor has the right to grant, bargain, sell, assign and convey the same in fee simple; title to the Mortgaged Property is free and clear of all liens, claims and encumbrances SAVE AND EXCEPT matters now of record; and Mortgagor shall warrant and forever defend, title to the Mortgaged Property against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof, subject, however, to the matters set forth above;

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC 28 '84 R.S. 11218 36.00

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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
DEC 28 '84 R.S. 11218 999.00

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