MORTGAGE

The State of New York) ss.: County of New York

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CHARLESTON PROPERTIES, INC., a Delaware corporation, having an office in care of The Corporation Trust Company, 100 West Tenth Street, Wilmington 99, Delaware (herein called the Mortgagor), is truly indebted unto PAN AMERICAN LIFE INSURANCE COMPANY (herein called the Mortgagee) having an office at 2400 Canal Street, New Orleans 19, Louisiana, in the principal sum of SIX HUNDRED TEN THOUSAND DOLLARS (\$610,000), for money loaned. Said indebtedness is evidenced by the 5% Mortgage Note or Notes of the Mortgagor (herein called the Notes), dated the of the opening and deligating hereaf. the execution and delivery hereof. The Notes mature on July 1, 1989 and bear interest and deferred interest on the principal sum thereof from time to time outstanding as set forth in the Note. In addition, the amount of indebtedness secured by this Mortgage may from time to time be increased in an aggregate amount not to exceed \$400,000, and any such indebtedness shall be secured by this Mortgage equally and ratably with the debt evidenced by the Notes.

NOW KNOW ALL MEN BY THESE PRESENTS that the Mortgagor for and in consideration of the debt evidenced by the Notes and of Three Dollars in hand well and truly paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, released and assigned and by these presents does grant, bargain, sell, convey, release and assign, unto the Mortgagee, all and singular the property described in Schedule A hereto (herein, together with all buildings, structures and other improvements constructed thereon, called the Property). together with all buildings, structures and other improvements now or hereafter constructed thereon, all easements and rights-of-way used in connection therewith or as a means of access thereto, and all and singular the tenements, in nereditaments and appurtenances now or at any time hereafter in any wise belonging, and together, also, with all rents, royalties, profits, revenues, incomes and other benefits arising from the use or enjoyment of all or any portion of the Property or from any contract participant to such use or enjoyment and or from any contract partaining to such use or enjoyment, and the Mortgagor does hereby agree to warrant and forever defend all and singular the Property unto the Mortgagee forever, against

> SATISFIED AND CANCELLED OF RECORD
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> Dennie D. Dankor Ley 1982 R. M. C. FOR GREENVILLE COUNTY, S. C. O'CLOCK / M. NO. 15234 FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 76 PAGE/97