800x1529 FAGE 320 STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

HORTGAGE DEED

THIS MORTGAGE DEED, executed as of the day of January, 1981, by CONSOLIDATED CAPITAL PROPERTIES II, a California limited partnership, (hereinafter called "Mortgagor"), to CLUB KEY EAST LIMITED PARTNERSHIP, a S.C. limited partnership (hereinafter called "Mortgagee").

WITNESSETH:

That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date herewith, hereinafter described, and in consideration of any and all sums due, or which may become due from the Mortgagor to the Mortgagee, the Mortgagor does grant, bargain, sell, alien, mortgage, remise, release, convey and confirm unto the Mortgagee, in fee simple, all of that certain tract of land of which the Mortgagor is now seized and possessed and in actual possession, situated in Greenville County, South Carolina, described in Exhibit A attached hereto and incorporated herein:

THIS IS A PURCHASE MONEY MORTGAGE.

TOGETHER with all structures and improvements now or hereafter on said land and fixtures attached thereto, and all rents, issues, proceeds and profits accruing and to accrue from said premises, all of which are included within the foregoing description and the habendum hereof. Also all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, fixtures and appurtenances, which now are or may hereafter pertain to or be used with, in or on said mortgaged property, even though they be detached or detachable.

10 HAVE AND 10 HOLD all and singular the said property hereby conveyed, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land and improvements are free from all encumbrances except as to those encumbrances affecting title on the date Mortgagor acquired title to said property from Mortgagee; that Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whosoever.

3

 $\omega_{
u}$ 3.0

V

0

A THE PARTY OF THE