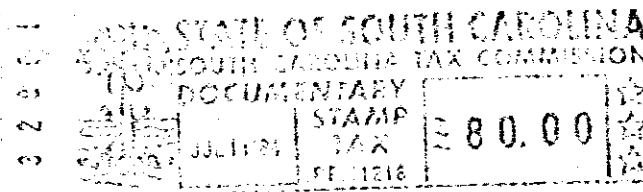


STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)



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SECOND MORTGAGE

THIS MORTGAGE, made as of this 27th day of June, 1984, and between C/S HOSPITALITY GREENVILLE, LTD., a Georgia Limited Partnership, with an address at 333 Sandy Springs, Suite 109, Atlanta, Georgia 30328, (herein called the "Mortgagor"), to KUHLE PROPERTIES, INC., a Georgia Corporation, with an address at 1916 Northleg, Augusta, Georgia 30909 (herein called the "Mortgagee"), to secure payment of that certain Promissory Note dated June 27, 1984, executed by Mortgagor to the order of Mortgagee (herein, as amended and modified from time to time, called the "Note") together with future advances. All terms not otherwise defined herein are used with the same meaning as set forth in the Note.

WITNESSETH

WHEREAS, the Mortgagor desires to induce the Mortgagee to extend credit to the Mortgagor.

NOW, THEREFORE, that, to secure (i) the payment of the principal sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00), together with interest thereon, evidenced by and due in accordance with the terms of that certain promissory note of the Mortgagor issued to the Mortgagee and hereinafter referred to as the "Note"; (ii) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (iii) the payment of all obligations and performance of all covenants of the Mortgagor under the Note, (iv) the payment of all obligations and performance of all covenants of the Mortgagor under that certain Security Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, and (v) the payment of all obligations and performances of all covenants of the Mortgagor under any other loan documents, agreements or instruments given in connection with or related to this Mortgage or the Notes, including obligations arising out of extensions, renewals or modifications of any of the foregoing, (all of the aforesaid indebtedness and obligations of the Mortgagor being herein called the "Mortgage Indebtedness", and all of the documents, agreements and instruments between the Mortgagor and the Mortgagee evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being herein collectively called the "Loan Documents"),

IN CONSIDERATION of the sum of Three Dollars (\$3.00)

2500 3

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