MORTGAGE OF REAL ESTATE
AND
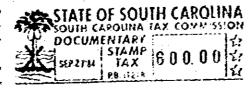### SECURITY AGREEMENT

STATE OF SOUTH CAROLINA   )
COUNTY OF GREENVILLE   )

THIS MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT made this __1st__ day of __September__, 1984, by and between PELHAM ROAD COMPANY, INC., a South Carolina Corporation (hereinafter sometimes referred to as "Borrower"), CENTRAL REALTY CORPORATION, a South Carolina Corporation (hereinafter sometimes referred to as "Central"), hereinafter collectively referred to as "Mortgagor"; and SOUTH CAROLINA NATIONAL BANK, a national banking association, organized and existing under the laws of the United States, whose mailing address for the purposes of this instrument is Post Office Box 969, Greenville, South Carolina 29602 (hereinafter sometimes called "Lender").

WITNESSETH:

WHEREAS, Borrower in and by its certain note or obligation entitled "Mortgage Note" dated of even date herewith (hereinafter sometimes referred to as the "Note"), is justly and truly indebted to Lender in the principal sum of TWO MILLION and no/100 DOLLARS ($2,000,000.00), or so much thereof as advanced as stipulated in said Note, bearing interest on said principal sum or so much thereof as advanced at the rates specified therein, and being payable in accordance with the terms and provisions thereof, all of which are incorporated herein by reference, the maturity date of which is March 1, 2001 (unless sooner paid or unless extended by Lender).

WHEREAS, Central, one of the parties designated as "Mortgagor" under this Mortgage, did by separate lease agreement demise and lease to Borrower, the Property hereinafter described, (the lease with Central being herein referred to as the "Ground Lease"). Pursuant to the terms of the Ground Lease, Central agreed to execute a mortgage upon its fee title to the Property in order to enable Borrower as lessee under the Ground Lease to obtain (under the circumstances and conditions specified in the Ground Lease), a loan upon the entire fee simple title to the Property. Whether or not this Mortgage, the Note secured hereby or any other instrument evidencing and securing the subject loan comply with the terms and conditions of the Ground Lease as they pertain to the execution by the lessor thereunder of a mortgage, Central has, pursuant to the applicable provisions of the Ground Lease, executed this Mortgage for the purposes of subjecting its interests in the Property to the lien created hereby and all the terms and conditions hereof and Central does hereby waive each and every requirement of the Ground Lease that this Mortgage, and the Note secured hereby or any other document evidencing or securing the subject loan, including any and all extensions or renewals thereof, comply with the terms and provisions of the Ground Lease. In the event there are any conflicts between any provisions of the Ground Lease and this Mortgage, the Note, or any other instrument evidencing or securing the subject loan, the provisions of this Mortgage, the Note and such other instruments evidencing or securing the subject loan shall control over the Ground Lease and the conflicting provisions of the Ground Lease are hereby waived for the purposes of this Mortgage, the Note and said other instruments; provided, however, nothing herein shall be construed so as to affect the rights and oligations of Borrower and Central, under the Ground Lease as between themselves. Central as owner of the fee in and to the Property shall be bound by their covenants, warranties and agreements herein and the covenants, warranties and agreements of the Mortgagor herein with respect to title, but Central shall not be obligated to pay the indebtedness evidenced by the Note and secured hereby or otherwise be obligated to perform any of the covenants or agreements of this Mortgage, anything herein appearing to the contrary