

STATE OF SOUTH CAROLINA FILED
GREENVILLE CO. S.C.
COUNTY OF GREENVILLE

Mortgage Address:
810 Seventh Avenue
New York, N.Y. 10019

DEC 17 3 48 PM '84

DONNIE STANKERSLEY
SECOND
MORTGAGE

THIS MORTGAGE, dated as of November 30, 1984, made by Greenville American Limited Partnership, a South Carolina Limited Partnership (the "Mortgagor"), to Eccelston Properties, Ltd., a Delaware corporation (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of \$2,860,000, to be paid with interest thereon according to a certain bond or note bearing even date herewith made by the Mortgagor to the Mortgagee (the "Note");

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged and in order to secure (a) the payment of the indebtedness evidenced by the Note, (b) the payment of all other moneys secured hereby, and (c) the performance of the covenants and agreements hereinafter contained, the Mortgagor does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto the Mortgagee, the following property (the "Property"):

(a) The lands and premises described in Exhibit A hereto, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor in and to the same in and to the streets, ways and areas adjacent thereto (collectively, the "Land");

(b) All buildings and other improvements now or hereafter erected on the Land, and all machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter attached to or used in connection with the same (said buildings, improvements and other property being hereinafter collectively called the "Improvements");

(c) All the reversion or reversions, remainder or remainders, rents, revenues, issues, income and profits of the Land and the Improvements, all of which are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the same, to give proper receipts and acquittances therefor and to apply the same to the payment

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