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GREENVILLE CO. S. C.

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DONNE S. TANKERSLEY
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STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE)

THIS MORTGAGE, dated this *3rd* day of *JUNE*, 1975, made by SUITT PROPERTIES, INC., a South Carolina corporation having its principal office in Greenville, South Carolina (hereinafter referred to as "Mortgagor") to NORTH CAROLINA NATIONAL BANK, a national banking association having its principal office at One NCNB Plaza, Charlotte, North Carolina 28255 (hereinafter referred to as "Mortgagee");

W I T N E S S E T H:

WHEREAS, Mortgagor has heretofore delivered to Mortgagee its negotiable promissory note (the "Note") dated March 28, 1974, in the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) payable on demand, which Note is secured by a Deed of Trust of even date therewith on certain real property of Mortgagor situated in Catawba County, North Carolina; and

WHEREAS, Mortgagor, Suitt Construction Co., Inc. ("Construction"), Anderson Office Park, Inc. ("Office Park") and Mortgagee have entered into a Loan Agreement (the "Loan Agreement") of even date pursuant to which Mortgagee has agreed to amend and modify certain of the terms and provisions of the Note including the extension of the maturity thereof; and

WHEREAS, pursuant to the Loan Agreement, Mortgagor has delivered to Mortgagee a modification of the Note evidencing an indebtedness in the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00), with interest thereon at the rate specified therein and which Note as modified is due and payable in full on or before August 1, 1976.

NOW, THEREFORE, in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure (i) the payment of the principal of the Note or so much thereof as may be advanced or readvanced and the interest thereon, (ii) the reimbursement to Mortgagee of all money which may be advanced as herein provided and for any and all costs and expenses (including, to the extent permitted by law, reasonable counsel fees) incurred or paid on account of any litigation at law or in equity which may arise in respect of this Mortgage or the obligations secured hereby or the lands and premises and other property herein mentioned or in obtaining possession of and/or

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