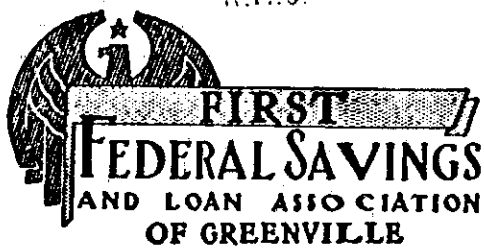


GREENVILLE, S.C.
OCT 18 3 55 PM '75
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1380 PAGE 709



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Consortium Management Company, Inc., a corporation

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Five Hundred Forty Thousand and No/100-----(\$ 540,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Five Thousand,

Fifty-Six and 83/100-----(\$ 5,056.83) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 18 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

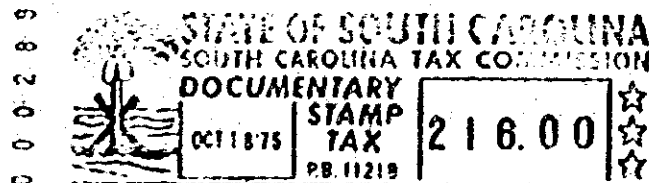
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the intersection of Pine Creek Drive and an access road for Interstate Highway 85, near the intersection of Interstate Highway 85 and Augusta Road (U. S. Highway No. 25), as shown and designated on plat entitled "Property of Scottish Inns of America, Inc. and Scottish Inns International, Inc." prepared by Campbell & Clarkson, June 3, 1971 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Pine Creek Drive, joint front corner of the property described herein and property formerly of Sans Souci Housing, Inc. and running thence along the line of said property, N. 81-06 E. 358.1 feet to an iron pin on the westerly edge of the Interstate Highway 85 access road; and running thence along the curve of said access road, the chords of which are: N. 04-18 E. 49.8 feet; N. 18-47 E. 74.5 feet; N. 11-02 E. 25.2 feet; thence continuing along the westerly edge of said access road N. 5-03 W. 107.6 feet to an iron pin; thence N. 73-29 W. 69.7 feet to an iron pin; thence N. 87-38 W. 501.3 feet to an iron pin; thence S. 24-20 W. 182.6 feet to an iron pin along the northeasterly edge of Pine Creek Drive; thence along the edge of Pine Creek Drive, S. 55-41 E. 322.2 feet to the beginning corner.

Together with all furniture, furnishings, machinery, appliances, equipment, and other personal property located on the premises except for the television sets located thereon. The premises is known as Camelot Inns Motel, located near the intersection of Augusta Road and Interstate Highway 85, Greenville, South Carolina. This constitutes the Security Agreement.

The above described property is the same conveyed to the mortgagor by First Federal Savings and Loan Association of Greenville by deed of even date, to be recorded herewith.



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