WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 53108

The State of New York, } ss.:
County of New York. }

I certify that on the 2nd day of January, 1928, before me personally came Edward W. Eckel, to me known and known to me to be the Vice President of the New York Trust Company, the corporation described in and which executed the foregoing instrument, and he, the said Edward W. Eckel, being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice President of the New York Trust Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Notarial Seal] Henry Ferguson
Notary Public, Kings Co. Clk's no. 93
N.Y. Co. Reg. no. 6737
Term expires March 30, 1929

The State of New York, } ss.:
County of New York. }

I certify that on the 2nd day of January, 1928, before me personally came Edward W. Eckel, to me known and known to me to be a Vice President of the New York Trust Company, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Notarial Seal] Henry Ferguson
Notary Public, Kings Co. Clk's no. 93
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This Mortgage Assigned by Chatham Phenix Nat'l. Bk. & Tr. Co. to The New York Trust Company, by assignment dated Oct. 1st, 1928, and recorded in Liber 5554 of R. E. Mortgages on page 555.

Satisfied and Cancelled of Record this 29 day of Oct. 1928
James R. Foster

Rec'd. for record Oct. 30, 1928 at 1:40 P. M.

THIS INDENTURE, Made the 2nd day of January in the year of our Lord one thousand nine hundred and twenty-eight (1928) between CHATHAM PHENIX NATIONAL BANK AND TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York, party of the first part, and THE NEW YORK TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of New York, party of the second part, WITNESSETH, that whereas the said party of the first part, by its certain bond or obligation, bearing even date herewith, stands bound unto the said party of the second part in the penal sum of Two Hundred Thousand Dollars ($200,000.00), lawful money of the United States of America, conditioned for the payment of the principal sum of Two Hundred Thousand Dollars ($200,000.00), lawful money aforesaid, on the 1st day of January, 1931, with interest thereon to be computed from the date thereof at the rate of five per centum (5%) per annum, payable semi-annually on the 1st days of July and January in each year, and with interest on any overdue principal and interest at the rate of six per centum (6%) per annum, payable semi-annually as aforesaid, and with a premium of one per centum (1%) of the principal sum payable on the 1st day of January, 1931, if the said principal sum shall be paid before that date, as by the said bond or obligation and the condition thereof, reference being had, more fully and at large appears;

NOW, THIS INDENTURE WITNESSETH, That the said party of the first part, for the better securing to the said party of the second part the payment of the said principal sum and interest, and the performance of the covenants and agreements herein contained, and for the consideration of One Dollar ($1.00) to it duly paid by the said party of the second part, at the time of the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its successors and assigns, forever,

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 42nd Street, distant 275 feet easterly from the corner formed by the intersection of the northerly side of 42nd Street with the easterly side of Fifth Avenue;

RUNNING THENCE northerly parallel with Fifth Avenue 100 feet 5 inches;

THENCE easterly parallel with 42nd Street 25 feet;

THENCE southerly parallel with Fifth Avenue 100 feet 5 inches to the northerly side of 42nd Street;

THENCE westerly along the northerly side of 42nd Street 25 feet to the point or place of BEGINNING.

BEING the same premises conveyed to the party of the first part by deed of Edward W. Eckel, as Executor of the last will and testament of Charles Lanier, deceased, dated December 31, 1927, and recorded in the Register's Office, New York County, on January 2, 1928, in Liber 5554 of Conveyances, page 481.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the said premises, to the center line thereof; and also all the estate, right, title and interest of the party of the first part in and to any and all awards made or to be made in connection with any taking by any public authority of any part of the said premises for the purpose of any such street, road or avenue, and also all the estate, right, title and interest of the party of the first part in and to any and all awards made or to be made for any damage to the said premises by reason of the change of grade of any such street, road or avenue.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the party of the first part of, in and to the same and every part and parcel thereof.

TO HAVE AND TO HOLD the premises hereby granted unto the party of the second part, its successors and assigns, forever.

PROVIDED ALWAYS, That if the party of the first part, its successors or assigns, shall well and truly pay unto the party of the second part, its successors or assigns, the said principal sum of money mentioned in the said bond or obligation, and the interest thereon, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, and shall perform all the covenants and agreements herein contained, then these presents and the estate hereby granted shall cease, determine and be void.

AND the party of the first part, for the consideration aforesaid, hereby covenants with the party of the second part, its successors and assigns, that it will pay the said principal sum of money and the interest thereon, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, and of these presents.

AND that it will keep all buildings now or hereafter erected on the said premises insured against loss by fire for the benefit of the party of the second part, its successors or assigns, to the amount of not less than Two Hundred Thousand Dollars ($200,000.00), and will assign and deliver the policies of insurance and renewals thereof to the party of the second part, its successors or assigns, as further security for the payment of the said principal sum of money and interest.

AND that it will not permit any building on the said premises to be removed or demolished without the consent of the party of the second part, its successors or assigns, first had and obtained in writing.

AND that it will not permit any default to occur in the performance of any covenant, condition or agreement contained in any mortgage affecting the said premises, or any part thereof, which may be prior to the lien of these presents, and will duly perform and observe all the covenants, conditions and agreements in every such mortgage contained, on the part and behalf of the mortgagor to be performed and observed.

AND that, in case of default in the payment of the said principal sum of money or the interest thereon, or any part thereof, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, or in the performance of any of the covenants or agreements herein contained, the party of the first part, its successors or assigns, will pay to the party of the second part, its successors or assigns, all costs, charges and expenses, including reasonable counsel fees, which may be incurred or paid by the party of the second part, its successors or assigns, by reason of the enforcement of any of the covenants or agreements herein contained, or by reason of any default of the party of the first part, its successors or assigns, in the premises.

AND that, in case of default in the payment of the said principal sum of money or the interest thereon, or any part thereof, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, or in the performance of any of the covenants or agreements herein contained, the party of the first part, its successors or assigns, will pay to the party of the second part, its successors or assigns, a reasonable counsel fee, as well upon any action or proceeding brought for the enforcement of this mortgage or the collection of the said principal sum of money or the interest thereon, or any part thereof, as upon any action or proceeding to which the party of the second part, its successors or assigns, may be made a party by reason of this mortgage, and all such counsel fees shall be a lien upon the said premises, and shall be collected out of the proceeds of the sale thereof, if sold under the power of sale hereinafter contained, or by foreclosure, or otherwise.

AND that, in case of default in the payment of the said principal sum of money or the interest thereon, or any part thereof, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, or in the performance of any of the covenants or agreements herein contained, the party of the first part, its successors or assigns, will pay to the party of the second part, its successors or assigns, a reasonable counsel fee, as well upon any action or proceeding brought for the enforcement of this mortgage or the collection of the said principal sum of money or the interest thereon, or any part thereof, as upon any action or proceeding to which the party of the second part, its successors or assigns, may be made a party by reason of this mortgage, and all such counsel fees shall be a lien upon the said premises, and shall be collected out of the proceeds of the sale thereof, if sold under the power of sale hereinafter contained, or by foreclosure, or otherwise.

AND that, in case of default in the payment of the said principal sum of money or the interest thereon, or any part thereof, at the time and in the manner aforesaid, according to the true intent and meaning of the said bond or obligation, or in the performance of any of the covenants or agreements herein contained, the party of the first part, its successors or assigns, will pay to the party of the second part, its successors or assigns, all costs, charges and expenses, including reasonable counsel fees, which may be incurred or paid by the party of the second part, its successors or assigns, by reason of the enforcement of any of the covenants or agreements herein contained, or by reason of any default of the party of the first part, its successors or assigns, in the premises